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# Section 1: 10-Q (REPORT ON FORM 10-Q FOR AEROCENTURY CORP. FOR THE PERIOD ENDING 9/30/2018)

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

## FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2018

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: **001-13387**

**AeroCentury Corp.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation or Organization)

**94-3263974**

(I.R.S. Employer Identification No.)

**1440 Chapin Avenue, Suite 310**

**Burlingame, California 94010**

(Address of Principal Executive Offices)

**(650) 340-1888**

(Registrant's Telephone Number Including Area Code)

**None**

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

The number of shares of the registrant's common stock outstanding as of November 8, 2018 was 1,545,924.

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As used in this report, unless the context indicates otherwise, the "Company" and "AeroCentury" refer to AeroCentury Corp. together with its consolidated subsidiaries.

### Forward-Looking Statements

This Quarterly Report on Form 10-Q includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements in this report other than statements of historical fact are forward-looking statements for purposes of these provisions, including any statements of the Company's plans and objectives for future operations, the Company's future financial or economic performance (including known or anticipated trends), and the assumptions underlying or related to the foregoing. Statements that include the use of terminology such as "may," "will," "expects," "plans," "anticipates," "estimates," "potential," or "continue," or the negative thereof, or other comparable terminology, are forward-looking statements.

Forward-looking statements in this report include statements about the following matters, although this list is not exhaustive:

- The Company's business plans and strategies, including its continued focus on acquiring used regional aircraft, any potential for acquiring and managing new types and models of regional aircraft, and its expectation that most of its future growth will be outside of North America;
- Matters related to the Company's merger with JetFleet Holding Corp. ("JHC"), which was completed on October 1, 2018, including the anticipated impact of the merger on the Company and its performance, including the amount and nature of merger expenses payable by the Company, certain losses and other accounting effects of the merger, any changes to the Company's risk profile now that the Company has internalized the management services previously performed for the Company by JetFleet Management Corp. ("JMC"), a subsidiary of JHC, and the expectation that the combination effected by the merger could be accretive to the Company and create value for the stockholders of the combined post-merger company;
- Certain industry trends and their impact on the Company and its performance, including: increasing competition that results in higher acquisition prices for many of the aircraft types that the Company has targeted to buy and, at the same time, downward pressure on lease rates for these aircraft; relatively lower market demand for older aircraft types that are no longer in production, which could cause certain of the Company's aircraft to remain off lease for significant periods of time; and expectations of shakeouts of weaker carriers in economically troubled regions, which could impact the financial condition and viability of certain of the Company's customers, and as a result, their demand for the Company's aircraft and their ability to fulfill their lease commitments and other obligations to the Company under existing leases;
- Expectations about the Company's future liquidity, cash flow and capital requirements;
- The Company's ability to comply with its existing credit facility and other outstanding debt instruments, including making payments of principal and interest thereunder as and when required and complying with the financial and other covenants included in the credit facility;
- The Company's ability to access additional sources of capital in the future, including through a proposed extension of its existing credit facility and potential new non-recourse term loans, all of which is under negotiation and subject to completion of definitive agreements, which may not occur in a timely manner, on terms anticipated or favorable to the Company, or at all;
- The expected impact of existing or known threatened legal proceedings;
- The effect on the Company and its customers of complying with applicable government and regulatory requirements in the numerous jurisdictions in which the Company and its customers operate;
- The Company's cyber vulnerabilities and the anticipated effects on the Company if a cybersecurity threat or incident were to materialize;
- General economic, market, political and regulatory conditions, including anticipated changes in these conditions and the impact of such changes on customer demand and other facets of the Company's business; and
- The impact of the foregoing on the prevailing market price and trading volume of the Company's common stock.

All of the Company's forward-looking statements involve risks and uncertainties that could cause the Company's actual results to differ materially from those projected or assumed by such forward-looking statements. Among the factors that could cause such differences are: the continued availability of financing under the Company's credit facility or otherwise; the Company's ability to comply with the debt covenants under its existing credit facility; the Company's ability to locate and acquire appropriate and revenue-producing assets; deterioration of the market for or appraised values of aircraft owned by the Company; a surge in interest rates; any noncompliance by the Company's lessees with obligations under their respective leases, including payment obligations; any economic downturn or other financial crises; the timing, rate and amount of maintenance expenses for the Company's asset portfolio, as well as the distribution of these expenses among the assets in the portfolio; following completion of the merger with JHC, the Company's ability to internalize the management services previously performed by JMC and the costs to the Company to internally perform these services; the Company's ability to raise capital on attractive terms when needed, or at all, including the Company's ability to execute the proposed extension of its existing credit facility and establishment of new term loans as described above; limited trading volume in the Company's stock; and the other factors detailed under "Management's Discussion and Analysis of Financial Condition and Results of Operations – Factors That May Affect Future Results and Liquidity" in this report. In addition, the Company operates in a competitive and evolving industry in which new risks emerge from time to time, and it is not possible for the Company to predict all of the risks it may face, nor can it assess the impact of all factors on its business or the extent to which any factor or combination of factors could cause actual results to differ from expectations. As a

result of these and other potential risks and uncertainties, the Company's forward-looking statements should not be relied on or viewed as predictions of future events.

This cautionary statement should be read as qualifying all forward-looking statements included in this report, wherever they appear. All forward-looking statements and descriptions of risks included in this report are made as of the date hereof based on information available to the Company as of the date hereof, and except as required by applicable law, the Company assumes no obligation to update any such forward-looking statement or risk for any reason. You should, however, consult the risks and other disclosures described in the reports the Company files from time to time with the Securities and Exchange Commission after the date of this report for updated information.

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**PART I – FINANCIAL INFORMATION**

**Item 1. Financial Statements.**

AeroCentury Corp.  
Condensed Consolidated Balance Sheets  
(Unaudited)

	September 30, 2018	December 31, 2017
<b>ASSETS</b>		
<b>Assets:</b>		
Cash and cash equivalents	\$ 6,769,500	\$ 8,657,800
Accounts receivable, including deferred rent of \$0 and \$707,300 at September 30, 2018 and December 31, 2017, respectively	3,168,000	3,825,100
Finance leases receivable	16,055,500	23,561,000
Aircraft and aircraft engines held for lease, net of accumulated depreciation of \$33,462,100 and \$33,234,200 at September 30, 2018 and December 31, 2017, respectively	187,092,900	195,098,200
Assets held for sale	14,511,600	4,966,500
Prepaid expenses and other assets	353,500	301,300
<b>Total assets</b>	<b>\$ 227,951,000</b>	<b>\$ 236,409,900</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Liabilities:</b>		
Accounts payable and accrued expenses	\$ 2,317,600	\$ 645,200
Notes payable and accrued interest, net of unamortized debt issuance costs of \$1,078,900 and \$2,216,000 at September 30, 2018 and December 31, 2017, respectively	140,247,200	145,598,200
Maintenance reserves	27,030,800	26,942,800
Accrued maintenance costs	260,100	1,275,300
Security deposits	3,367,800	3,147,900
Unearned revenues	4,160,400	2,447,500
Deferred income taxes	7,159,000	8,533,700
Income taxes payable	289,000	452,600
<b>Total liabilities</b>	<b>184,831,900</b>	<b>189,043,200</b>
Commitments and contingencies (Note 5)		
<b>Stockholders' equity:</b>		
Preferred stock, \$0.001 par value, 2,000,000 shares authorized, no shares issued and outstanding	-	-
Common stock, \$0.001 par value, 10,000,000 shares authorized, 1,629,999 shares issued, 1,416,699 shares outstanding	1,600	1,600
Paid-in capital	14,780,100	14,780,100
Retained earnings	31,374,200	35,621,800
Treasury stock at cost, 213,300 shares	(3,036,800)	(3,036,800)
<b>Total stockholders' equity</b>	<b>43,119,100</b>	<b>47,366,700</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 227,951,000</b>	<b>\$ 236,409,900</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

AeroCentury Corp.  
Condensed Consolidated Statements of Operations  
(Unaudited)

	For the Nine Months Ended September 30,		For the Three Months Ended September 30,	
	2018	2017	2018	2017
<b>Revenues and other income:</b>				
Operating lease revenue	\$ 20,460,000	\$ 21,995,600	\$ 7,173,200	\$ 7,568,500
Finance lease revenue	1,002,100	1,173,400	261,700	415,700
Maintenance reserves revenue	-	1,035,800	-	349,800
Net gain on sales-type finance leases	-	297,400	-	-
Net (loss)/gain on disposal of assets	(2,374,400)	(130,400)	(2,384,300)	3,500
Other income	1,632,800	2,300	1,200	1,700
	<b>20,720,500</b>	<b>24,374,100</b>	<b>5,051,800</b>	<b>8,339,200</b>
<b>Expenses:</b>				
Depreciation	9,420,500	9,037,700	3,328,200	3,158,600
Interest	7,086,600	5,496,400	2,467,200	2,143,400
Management fees	4,482,800	4,588,700	1,534,000	1,583,700
Professional fees, general and administrative and other	1,373,400	1,357,200	419,400	433,000
Maintenance	405,400	830,600	245,300	169,200
Provision for impairment in value of aircraft	2,971,500	523,100	2,673,300	68,800
Insurance	235,400	196,900	77,700	66,000
Other taxes	67,700	67,700	22,500	22,500
	<b>26,043,300</b>	<b>22,098,300</b>	<b>10,767,600</b>	<b>7,645,200</b>
(Loss)/income before income tax (benefit)/provision	(5,322,800)	2,275,800	(5,715,800)	694,000
Income tax (benefit)/provision	(1,075,200)	894,100	(1,232,100)	309,500
Net (loss)/income	<b>\$ (4,247,600)</b>	<b>\$ 1,381,700</b>	<b>\$ (4,483,700)</b>	<b>\$ 384,500</b>
<b>(Loss)/earnings per share:</b>				
Basic	\$ (3.00)	\$ 0.95	\$ (3.16)	\$ 0.27
Diluted	\$ (3.00)	\$ 0.95	\$ (3.16)	\$ 0.27
<b>Weighted average shares used in (loss)/earnings per share computations:</b>				
Basic	1,416,699	1,460,655	1,416,699	1,416,699
Diluted	1,416,699	1,460,655	1,416,699	1,416,699

The accompanying notes are an integral part of these condensed consolidated financial statements.

AeroCentury Corp.  
Condensed Consolidated Statements of Cash Flows  
(Unaudited)

	For the Nine Months Ended September 30,	
	2018	2017
Net cash provided by operating activities	\$ 14,543,600	\$ 13,363,000
Investing activities:		
Proceeds from sale of aircraft and aircraft engines held for lease, net of re-sale fees	8,382,000	2,980,000
Proceeds from sale of assets held for sale, net of re-sale fees	4,366,200	160,100
Investment in direct financing leases	-	(7,614,200)
Investment in aircraft parts and acquisition costs	(22,702,900)	(32,063,100)
Net cash used in investing activities	(9,954,700)	(36,537,200)
Financing activities:		
Issuance of notes payable – Credit Facility	21,000,000	35,900,000
Repayment of notes payable – Credit Facility	(24,200,000)	(4,800,000)
Repayment of notes payable – special purpose financing	(3,207,200)	(3,066,000)
Debt issuance costs	(70,000)	(525,000)
Net cash (used in)/provided by financing activities	(6,477,200)	27,509,000
Net (decrease)/increase in cash and cash equivalents	(1,888,300)	4,334,800
Cash and cash equivalents, beginning of period	8,657,800	2,194,400
Cash and cash equivalents, end of period	\$ 6,769,500	\$ 6,529,200

During the nine months ended September 30, 2018 and 2017, the Company paid interest totaling \$6,059,600 and \$4,697,000, respectively. The Company paid income taxes of \$463,300 and \$800 during the nine months ended September 30, 2018 and 2017, respectively.

The accompanying notes are an integral part of these condensed consolidated financial statements.

## 1. Organization and Summary of Significant Accounting Policies

### (a) *The Company and Basis of Presentation*

AeroCentury Corp., a Delaware corporation incorporated in 1997, typically acquires used regional aircraft for lease to foreign and domestic regional carriers.

In August 2016, AeroCentury Corp. formed two wholly-owned subsidiaries, ACY SN 19002 Limited ("ACY 19002") and ACY SN 19003 Limited ("ACY 19003") for the purpose of acquiring aircraft using a combination of cash and third-party financing ("SPE Financing" or "special purpose financing") separate from the parent's credit facility (the "Credit Facility"). Financial information for AeroCentury Corp., ACY 19002 and ACY 19003 (collectively, the "Company") is presented on a consolidated basis in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information, the instructions to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three- and nine-month periods ended September 30, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018 or for any other period. All intercompany balances and transactions have been eliminated in consolidation.

As discussed in Note 7, the Company's acquisition of JetFleet Holding Corp. ("JHC") was consummated on October 1, 2018. As a subsidiary of the Company, JHC's results will be included in the Company's consolidated financial statements beginning in the fourth quarter of 2018.

For further information, refer to the financial statements and footnotes thereto included in the Company's annual report on Form 10-K for the year ended December 31, 2017.

### (b) *Use of Estimates*

The Company's condensed consolidated financial statements have been prepared in accordance with GAAP. The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable for making judgments that are not readily apparent from other sources.

The most significant estimates with regard to these condensed consolidated financial statements are the residual values and useful lives of the Company's long-lived assets, the amount and timing of future cash flows associated with each asset that are used to evaluate whether assets are impaired, accrued maintenance costs, accounting for income taxes, and the amounts recorded as allowances for doubtful accounts.

### (c) *Fair Value Measurements*

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs, to the extent possible. The fair value hierarchy under GAAP is based on three levels of inputs.

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

#### Assets and Liabilities Measured and Recorded at Fair Value on a Recurring Basis

The carrying amount of the Company's money market funds included in cash and cash equivalents was \$2,155,600 and \$6,151,900 at September 30, 2018 and December 31, 2017, respectively. The fair value of the Company's money market funds is categorized as Level 1 under the GAAP fair value hierarchy.

As of September 30, 2018 and December 31, 2017, there were no liabilities that were required to be measured and recorded at fair value on a recurring basis.

#### Assets Measured and Recorded at Fair Value on a Nonrecurring Basis

The Company determines fair value of long-lived assets held and used, such as aircraft and aircraft engines held for lease and these and other assets held for sale, by reference to independent appraisals, quoted market prices (e.g., offers to purchase) and other factors. An impairment charge is recorded when the Company believes that the carrying value of an asset will not be recovered through future net cash flows and that the asset's

carrying value exceeds its fair value. The Company recorded impairment charges totaling \$2,673,300 on four of its aircraft held for sale in the three months ended September 30, 2018. The Company also recorded an impairment charge of \$298,200 on one of its aircraft held for lease in the quarter ended June 30, 2018. The Company recorded an impairment charge of \$68,800 on one of its assets held for lease in the quarter ended September 30, 2017, based on expected sales proceeds. The aircraft was sold in October 2017. The Company also recorded an impairment charge of \$454,300 on one of its assets in the quarter ended June 30, 2017, based on its appraised value.

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## Fair Value of Other Financial Instruments

The Company's financial instruments, other than cash and cash equivalents, consist principally of finance leases receivable, amounts borrowed under the Credit Facility and notes payable under special purpose financing. The fair value of accounts receivable, accounts payable and the Company's maintenance reserves and accrued maintenance costs approximates the carrying value of these financial instruments because of their short-term maturities. The fair value of finance lease receivables approximates the carrying value as discussed in (d) below.

Borrowings under the Company's Credit Facility bear floating rates of interest that reset periodically to a market benchmark rate plus a credit margin. The Company believes the effective interest rate under the Credit Facility approximates current market rates for such indebtedness at the balance sheet date, and therefore that the outstanding principal and accrued interest of \$131,004,800 and \$134,278,900 at September 30, 2018 and December 31, 2017, respectively, approximate their fair values on such dates. The fair value of the Company's outstanding balance of its Credit Facility is categorized as Level 3 under the GAAP fair value hierarchy.

The amounts payable under the Company's SPE Financing are payable through the fourth quarter of 2020 and bear a fixed rate of interest, as described in Note 4(b) to the condensed consolidated financial statements. The Company believes that the effective interest rate under the special purpose financing approximates current market rates for such indebtedness at the balance sheet date, and therefore that the outstanding principal and accrued interest of \$10,321,300 and \$13,535,300 approximate their fair values at September 30, 2018 and December 31, 2017, respectively. Such fair value is categorized as Level 3 under the GAAP fair value hierarchy.

### *(d) Finance Leases*

As of September 30, 2018, the Company had three aircraft subject to sales-type finance leases and three aircraft subject to direct financing leases. All six leases contain lessee bargain purchase options at prices substantially below the subject assets' estimated residual values at the exercise date for the options. Consequently, the Company has classified each of these six leases as finance leases for financial accounting purposes. For such finance leases, the Company reports the discounted present value of (i) future minimum lease payments (including the bargain purchase option) and (ii) any residual value not subject to a bargain purchase option as a finance lease receivable on its balance sheet and accrues interest on the balance of the finance lease receivable based on the interest rate inherent in the applicable lease over the term of the lease. For each of the three sales-type finance leases, the Company recognized as a gain or loss the amount equal to (i) the net investment in the sales-type finance lease plus any initial direct costs and lease incentives less (ii) the net book value of the subject aircraft at inception of the applicable lease.

The Company recognized interest earned on finance leases in the amount of \$261,700 and \$415,700 in the quarters ended September 30, 2018 and 2017, respectively and \$1,002,100 and \$1,173,400 in the nine-month periods ended September 30, 2018 and 2017, respectively.

### *(e) Recent Accounting Pronouncements*

#### Topic 606

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09 that created the new *Topic 606* ("Topic 606") in the Accounting Standards Codification ("ASC"). Topic 606 also included numerous conforming additions and amendments to other Topics within the ASC. Topic 606 established new rules that affect the amount and timing of revenue recognition for contracts with customers, but does not affect lease accounting and reporting. As such, adoption of these provisions has not affected the Company's lease revenues. On August 12, 2015, the FASB deferred the effective date of the provisions included in Topic 606 to years commencing after December 15, 2017, although early adoption was permitted for the year ended December 31, 2017. As such, the Company adopted Topic 606 as of January 1, 2018. Adoption may be reflected using either a full retrospective method, applying the standard to all periods presented, or a simplified method that does not recast prior periods but does disclose the effect of the adoption on the current period condensed consolidated financial statements. Since most of the Company's revenues arise from its lease contracts, which are not affected by the new standard, and since the Company's revenue recognition for other sources of revenue is generally the same as it was under previous accounting standards, adoption of Topic 606 in the current year, using the modified retrospective approach, has had no effect on its condensed consolidated financial statements.

#### ASU 2016-02

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 is effective for public companies for years beginning after December 15, 2018, although early adoption is permitted. ASU 2016-02 substantially modifies lessee accounting for leases, requiring that lessees recognize lease assets and liabilities for leases extending beyond one year. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement.

The new standard requires a lessor to classify leases as sales-type, finance, or operating. A lease will be treated as sales-type if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risks and rewards are conveyed without the transfer of control, the lease is treated as a financing. If the lessor does not convey risks and rewards or control, an operating lease results. A modified retrospective transition approach is required for lessors for sales-type, finance, and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is reviewing those agreements under which it is the lessor and is evaluating the impact of the adoption of ASU 2016-02 on its condensed consolidated financial statements and related disclosures. The Company does not expect to adopt ASU 2016-02 early, and expects to elect practical expedients in connection with its adoption, including not re-evaluating lease classification or capitalized initial direct costs on existing leases.

As of September 30, 2018, the Company was not a lessee under any agreements that would be considered leases under ASU 2016-02, and so would be unaffected with respect to its adoption with respect to lessee accounting. As a result of the Company's acquisition of JHC on October 1, 2018, the Company became a lessee under a real estate lease and will need to evaluate reporting for that lease under ASU 2016-02.



### ASU 2017-01

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805)* ("ASU 2017-01"). ASU 2017-01 is effective for public companies for years beginning after December 15, 2017, although early adoption is permitted. ASU 2017-01 clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The Company adopted ASU 2017-01 effective beginning the quarter ended March 31, 2017, and determined that none of its acquired assets qualify as a business, such that no gain, loss or adjustment to the carrying value of assets was required in connection with such adoption.

### ASU 2017-04

In January 2017, the FASB issued ASU 2017-04, *Intangibles -- Goodwill and Other (Topic 350)* ("ASU 2017-04"), which provides for simplification of the test for goodwill impairment. Under the revised standard, "step 2" of the test under the previous standard is eliminated and (i) the fair value of the reporting unit is compared to its carrying value, with (ii) an impairment charge up to the amount of goodwill recognized for the excess of carrying value over fair value (considering the income tax effects of deductible goodwill, if applicable). The new provisions are required to be adopted for fiscal years beginning after December 15, 2019, although the Company has elected to early adopt the new provisions beginning with its quarter ended March 31, 2017. Adoption of ASU 2017-04 has had no effect on the financial results or position of the Company.

### SAB 118

In December of 2017, the United States enacted the Tax Cuts and Jobs Act of 2017 (the "Tax Act"), which had numerous effects on U.S. corporate taxation, including reducing the federal corporate tax rate to 21%, substantially modifying the U.S. taxation of international investments and transactions, and repealing the alternative minimum tax. In December of 2017, the Staff of the SEC issued Staff Accounting Bulletin No. 118 ("SAB 118"), which provides that companies should reflect in their financial statements the effects of the change in tax law in which the accounting is complete, as such completion occurs; provisional amounts for such effects for which the company can determine a reasonable estimate, as such estimates can be made; and continued accounting under the provisions of the law as it existed before enactment of the Tax Act for such effects for which no reasonable estimate under the new law can be made, until such a reasonable estimate is available and a provisional amount can be reported. Under SAB 118, in no event should the period during which a company is obtaining, preparing, and analyzing the information needed to complete the accounting for the effects of the change in tax law exceed one year from enactment (the "measurement period"), or the fourth quarter of 2018. The Company has reflected the effects of the Tax Act in these condensed consolidated financial statements and does not expect further analysis will be required.

## **2. Finance Leases Receivable**

During the third quarter of 2018, a customer that leased six of the Company's aircraft under sales-type finance leases purchased three of those aircraft in amounts equal to the outstanding balance under the applicable finance leases. The purchase price was paid in the form of (i) \$1,088,700 in cash, (ii) \$1,675,100 of maintenance reserves previously paid to the Company for one of the purchased aircraft and (iii) \$2,618,100 of maintenance reserves previously paid to the Company for two aircraft that remain under sales-type finance leases with the customer. Such reserves are no longer available to the customer for reimbursement of maintenance claims under the applicable lease provisions pursuant to which the reserves were paid. The Company did not record a gain or loss on the sale of the aircraft.

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At September 30, 2018 and December 31, 2017, the net investment included in finance leases and direct financing leases receivable were as follows:

	September 30, 2018	December 31, 2017
Gross minimum lease payments receivable	\$ 18,160,700	\$ 27,074,400
Less unearned interest	(2,105,200)	(3,513,400)
<b>Finance leases receivable</b>	<b>\$ 16,055,500</b>	<b>\$ 23,561,000</b>

As of September 30, 2018, minimum future payments receivable under finance leases were as follows:

Years ending	
Remainder of 2018	\$ 1,891,500
2019	4,047,600
2020	4,208,600
2021	4,805,000
2022	3,208,000
	<b>\$ 18,160,700</b>

### 3. Aircraft and Aircraft Engines Held for Lease or Sale

#### (a) Assets Held for Lease

At September 30, 2018 and December 31, 2017, the Company's aircraft and aircraft engines held for lease consisted of the following:

Type	September 30, 2018		December 31, 2017	
	Number Owned	% of net book value	Number owned	% of net book value
Regional jet aircraft	13	81%	13	82%
Turboprop aircraft	4	18%	10	17%
Engines	1	1%	1	1%

During the first half of 2018, the Company recorded \$1,629,000 in other income resulting from cash received from the previous lessee of three aircraft that were returned to the Company during 2017. Such payments were for unpaid maintenance reserves, as well as amounts due pursuant to the return conditions of the applicable leases. The Company did not accrue unpaid reserves or return condition amounts at the time of lease termination based on management's evaluation of the creditworthiness of the lessee. Therefore, the Company is accounting for payments as they are received and recording the amounts received in other income in the period in which a payment is received. The Company received no such payments during the third quarter of 2018.

The Company acquired no aircraft during the third quarter of 2018. During the third quarter of 2017, the Company used \$10,557,400 for the acquisition of an Embraer 175 aircraft on lease to a customer in the United States and acquisition costs related to aircraft acquired earlier in the year.

During the third quarter of 2018, the Company sold two turboprop aircraft and recorded a loss of \$2,384,300. During the third quarter of 2017, the Company sold two spare turboprop engines and recorded a loss of \$173,700.

None of the Company's aircraft and engines held for lease were off lease at September 30, 2018. As discussed below, the Company has four off-lease aircraft that were reclassified as held for sale during the third quarter.

As of September 30, 2018, minimum future lease revenue payments receivable under noncancelable operating leases were as follows:

Years ending	
Remainder of 2018	\$ 7,185,500
2019	28,381,100
2020	25,797,800
2021	18,696,400
2022	16,738,800
Thereafter	34,687,700
	\$ 131,487,300

(b) *Assets Held for Sale*

Assets held for sale at September 30, 2018 consist of four off-lease turboprop aircraft and airframe parts from two turboprop aircraft. During the third quarter, the Company recorded impairment provisions totaling \$2,673,300 for the four aircraft and reclassified them from assets held for lease to assets held for sale.

During the third quarter of 2018, the Company received \$89,200 in cash and accrued \$92,400 in receivables for parts sales. These amounts were accounted for as follows: \$41,100 reduced accounts receivable for parts sales accrued in the second quarter of 2018, \$124,500 reduced the carrying value of the parts, and \$16,000 was recorded as gains in excess of the carrying value of the parts. During the three months ended September 30, 2017, the Company received \$47,500 from the sale of parts. Of such amount, \$44,000 reduced the carrying value of the parts and \$3,500 was recorded as gains in excess of the carrying value of the parts.

**4. Notes Payable and Accrued Interest**

At September 30, 2018 and December 31, 2017, the Company's notes payable and accrued interest consisted of the following:

	September 30, 2018	December 31, 2017
<b>Credit Facility:</b>		
Principal	\$ 130,800,000	\$ 134,000,000
Unamortized debt issuance costs	(1,078,900)	(2,216,000)
Accrued interest	204,800	278,900
<b>Special purpose financing:</b>		
Principal	10,304,700	13,511,900
Accrued interest	16,600	23,400
	\$ 140,247,200	\$ 145,598,200

(a) *Credit Facility*

The Company's \$170 million Credit Facility is provided by a syndicate of banks and is secured by all of the assets of the Company, including its aircraft and engine portfolio, except for the aircraft that serve as collateral for the Company's SPE Financing. The Credit Facility, which expires on May 31, 2019, can be expanded to a maximum of \$180 million. The Company is negotiating with lenders for an extension of the Credit Facility and a new non-recourse term loan that would be secured by certain of the regional jet aircraft in its portfolio, and expects these transactions, if completed, to close prior to the expiration of the current credit facility.

The Company was not in compliance with the interest coverage, debt service coverage and revenue concentration covenants under the Credit Facility at September 30, 2018. The Company obtained a waiver from the Credit Facility lenders in November 2018 for the September 30, 2018 non-compliance. There were no fees or penalties related to the waiver. In addition, based on appraisals obtained in October 2018 for four assets held for sale, the Company had a borrowing base deficiency of approximately \$1,400,000 at September 30, 2018. The Company cured the deficiency in October by making a principal payment of \$2,000,000 on the Credit Facility.

The Company was in compliance with all covenants under the Credit Facility at December 31, 2017.

The unused amount of the Credit Facility was \$39,200,000 and \$36,000,000 as of September 30, 2018 and December 31, 2017, respectively.

The weighted average interest rate on the Credit Facility was 5.61% and 5.21% at September 30, 2018 and December 31, 2017, respectively.

(b) *SPE Financing*

In August 2016, the Company acquired two regional jet aircraft using cash and financing separate from its Credit Facility. The separate SPE Financing resulted in note obligations of \$9,805,600 and \$9,804,300, which are being paid from a portion of the rent payments on the related aircraft leases through October 3, 2020 and November 7, 2020, respectively, and which bear interest at the rate of 4.455% per annum. The borrower under each note obligation is the special purpose entity that owns each aircraft. The notes are collateralized by the aircraft and are recourse only to the special purpose entity borrower and its aircraft asset, subject to standard exceptions for this type of financing. Payments due under the notes consist of quarterly principal and interest. The combined balance of the principal amount and accrued interest owed on these notes at September 30, 2018 and December 31, 2017 was \$10,321,300 and \$13,535,300, respectively.

## 5. Contingencies

In the ordinary conduct of the Company's business, the Company may be subject to lawsuits, arbitrations and administrative proceedings from time to time. The Company believes that the outcome of any existing or known threatened proceedings, even if determined adversely, should not have a material adverse effect on the Company's business, financial condition, liquidity or results of operations.

## 6. Computation of Earnings Per Share

Basic and diluted earnings per share are calculated as follows:

	For the Nine Months Ended September 30,		For the Three Months Ended September 30,	
	2018	2017	2018	2017
Net (loss)/income	\$ (4,247,600)	\$ 1,381,700	\$ (4,483,700)	\$ 384,500
Weighted average shares outstanding for the period	1,416,699	1,460,655	1,416,699	1,416,699
Basic (loss)/earnings per share	\$ (3.00)	\$ 0.95	\$ (3.16)	\$ 0.27
Diluted (loss)/earnings per share	\$ (3.00)	\$ 0.95	\$ (3.16)	\$ 0.27

Basic earnings per common share is computed using net income and the weighted average number of common shares outstanding during the period. Diluted earnings per common share are computed using net income and the weighted average number of common shares outstanding, assuming dilution. Weighted average common shares outstanding, assuming dilution, include potentially dilutive common shares outstanding during the period.

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## **7. Acquisition of Management Company**

In October 2017, the Company and JetFleet Holding Corp. ("JHC") entered into an Agreement and Plan of Merger (the "Merger Agreement") for the acquisition of JHC by the Company in a reverse triangular merger ("Merger") for consideration of approximately \$2.8 million in cash and 129,286 shares of common stock of the Company, as determined pursuant to the Merger Agreement. JHC is the sole shareholder of JetFleet Management Corp. ("JMC"), which is the manager of the Company's assets as described in Note 8 below. The Merger was consummated on October 1, 2018. The Company's common stock issued as consideration in the Merger was offered and sold pursuant to an exemption from registration under Section 3(a)(10) of the Securities Act of 1933, as the California Department of Business Oversight (the "DBO") had issued a permit for the issuance of such securities to JHC's shareholders on February 22, 2018 after a fairness hearing before the DBO.

As a subsidiary of the Company, JHC's results will be included in the Company's consolidated financial statements beginning in the fourth quarter of 2018. The Company will be responsible for all expenses incurred by JMC in managing the Company, including employee salaries, office rent and all other general and administrative expenses. As a result of the Merger, the Company assumed all of JHC's assets, comprised primarily of marketable securities, prepaid expenses and an office lease, as well as liabilities of approximately \$0.9 million.

During the quarter and nine months ended September 30, 2018, the Company accrued \$77,200 and \$341,400, respectively, of expenses related to the proposed Merger transaction. During the quarter and nine months ended September 30, 2017, the Company accrued \$161,800 and \$287,700, respectively, of expenses related to the Merger transaction. Such expenses are included in professional fees, general and administrative and other in the Company's condensed consolidated statements of operations.

## **8. Related Party Transactions**

See the description of the Merger Agreement between the Company and JHC in Note 7 above, pursuant to which the Company acquired JHC in the Merger and JHC became a wholly owned subsidiary of the Company on October 1, 2018.

Before completion of the Merger, the Company's portfolio of leased aircraft assets were managed and administered under the terms of a management agreement (the "Management Agreement") with JMC, which is an integrated aircraft management, marketing and financing business. Certain officers of the Company were also officers of JHC and JMC and held significant ownership positions in both JHC and the Company. Under the Management Agreement, JMC received a monthly management fee based on the net asset value of the assets under management. JMC also received an acquisition fee for locating assets for the Company. Acquisition fees were included in the cost basis of the asset purchased. JMC also received a remarketing fee in connection with the re-lease or sale of the Company's assets. Remarketing fees were amortized over the applicable lease term or included in the gain or loss on sale.

In April 2018, subsequent to the execution of the Merger Agreement, the Company, JHC and JMC entered into a waiver and reimbursement agreement (the "Waiver/Reimbursement Agreement"), pursuant to which JHC and JMC agreed to waive their right to receive management and acquisition fees ("Contract Fees") otherwise owed by the Company to JMC pursuant to the Management Agreement for all periods after March 31, 2018 and until the consummation of the Merger, and in return, the Company agreed to reimburse JMC for expenses ("Management Expense") incurred in providing management services set forth under the Management Agreement. As a result, the Company has been responsible for all expenses incurred by JMC in managing the Company's assets beginning April 1, 2018 and will continue to be responsible for all such expenses in all periods after the Merger, and no Contract Fees have been or will be payable by the Company to JMC for those periods.

Notwithstanding the Waiver/Reimbursement Agreement, the Company accrued as an expense the Contract Fees that would have been due under the Management Agreement through September 30, 2018. For the quarter ended September 30, 2018, Contract Fees exceeded the Management Expense by \$525,900 of management fees. For the nine months ended September 30, 2018, Contract Fees exceeded the Management Expense by \$1,023,100 of management fees and \$494,400 of acquisition fees (collectively, the "JMC Margin"). The amount of the JMC Margin will be considered in the acquisition accounting for the calculation of the settlement loss that will be recognized by the Company in the fourth quarter of 2018, upon closing of the Merger.

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Contract Fees incurred during the three months and nine months ended September 30, 2018 and 2017 were as follows:

	For the Nine Months Ended September 30,		For the Three Months Ended September 30,	
	2018	2017	2018	2017
Management fees	\$ 4,482,800	4,588,700	\$ 1,534,000	\$ 1,583,700
Acquisition fees	494,400	850,500	-	208,600
Remarketing fees	-	51,100	-	-

In March 2017, the Company exchanged one of its engines for 150,000 shares of common stock of the Company held by a holder of more than 5% of the Company's then-outstanding common stock. The Company recorded no gain or loss related to the exchange.

#### **9. Subsequent Events**

As discussed in Notes 7 and 8, the Company's acquisition of JHC was consummated on October 1, 2018, for consideration of approximately \$2.8 million in cash and 129,286 shares of common stock of the Company. As a subsidiary of the Company, JHC's results will be included in the Company's consolidated financial statements beginning in the fourth quarter of 2018. As a result of the Merger, the Company assumed JHC liabilities of approximately \$0.9 million. The Company also became a lessee under a real estate lease and will need to evaluate reporting for that lease under ASU 2016-2.

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## **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

The following discussion should be read in conjunction with the Company's Form 10-K for the year ended December 31, 2017 and the unaudited condensed consolidated financial statements and related notes that appear elsewhere in this report. Pursuant to Instruction 2 to Item 303(b) of Regulation S-K promulgated by the Securities and Exchange Commission, in preparing this discussion, the Company has presumed that readers have access to and have read the discussion under the same heading that appears in the Company's Form 10-K for the year ended December 31, 2017. The following discussion contains forward-looking statements. Please see the cautionary note regarding these statements at the beginning of this report.

### ***Overview***

AeroCentury provides leasing and finance services to regional airlines worldwide. The Company is principally engaged in leasing its aircraft portfolio, primarily consisting of mid-life regional aircraft, through operating leases and finance leases to its globally diverse customer base of eleven lessees in nine countries. In addition to leasing activities, the Company sells aircraft from its operating lease portfolio to third parties, including other leasing companies, financial services companies, and airlines. Its operating performance is driven by the growth of its aircraft portfolio, the terms of its leases, the interest rate of its debt, as well as asset sales.

The Company did not purchase any aircraft during the third quarter of 2018, but sold two aircraft during this quarter. The Company ended the period with a total of seventeen aircraft and one engine held for lease, with a net book value of approximately \$187 million. This 4% decrease compared to the net book value at December 31, 2017 is a result of aircraft purchases in the second quarter of 2018, four asset sales during the first nine months of 2018, depreciation on the Company's remaining assets held for lease, and the reclassification in the third quarter of four assets from held for lease to held for sale. The Company also owns six aircraft subject to finance leases, three of which were acquired in 2017.

Average portfolio utilization was approximately 93% during the third quarter of 2018 compared to approximately 93% during the same period in 2017, and approximately 91% during the first nine months of 2018 compared to approximately 94% during the first nine months of 2017. The decrease between the nine-month periods was due to asset sales of previously-leased assets during 2017 and 2018, as well as the return of several aircraft at lease-end in 2017.

In July 2017, the Company expanded its revolving credit facility (referred to as the "Credit Facility" or the "credit facility") from \$150 million to \$170 million. The unused amount of the Credit Facility was \$39.2 million as of September 30, 2018. The weighted average interest rate on the Credit Facility was 5.61% at September 30, 2018. [The Company is negotiating with lenders for an extension of the Credit Facility and a new non-recourse term loan that would be secured by certain of the regional jet aircraft in its portfolio, and expects these transactions, if completed, to close prior to expiration of the current credit facility.

Net loss for the quarter ended September 30, 2018 was \$4.5 million, compared to net income of \$0.4 million in the same period of 2017, resulting in basic and diluted (loss)/earnings per share of \$(3.16) and \$0.27 respectively. Net loss for the nine months ended September 30, 2018 was \$4.2 million, compared to net income of \$1.4 million in the same period of 2017, resulting in basic and diluted (loss)/earnings per share of \$(3.00) and \$0.95, respectively. Pre-tax profit margin (which the Company calculates as its income before income tax provision as a percentage of its revenues and other income) for the quarter ended September 30, 2018 was (113%) compared to 8% for the third quarter of 2017, and pre-tax profit margin for the nine months ended September 30, 2018 was (26%) compared to 9% for the same period of 2017.

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On October 1, 2018, the Company acquired, by way of a reverse triangular merger (the "Merger"), JetFleet Holding Corp. ("JHC"). JHC is the owner of JetFleet Management Corp. ("JMC"), the integrated aircraft management, marketing and financing business that manages and administers the Company's portfolio of leased aircraft assets. Before the Merger, such management and administration was performed pursuant to the terms of a management agreement (the "Management Agreement") between the Company and JMC. Post-Merger, management and administration services provided under the Management Agreement have become internalized and under the control and management of the Company itself. Expenses incurred by JMC in providing services under the Management Agreement are, as of October 1, 2018, expenses of the Company reflected in the Company's financial statements. In addition, after October 1, 2018, the management, acquisition and remarketing fees previously paid by the Company to JMC as an unconsolidated third party will no longer be reflected in the Company's financial statements; rather, the expenses incurred by JMC in managing and administering the Company's assets will be borne by the Company directly and reflected in its financial statements accordingly.

### *Fleet Summary Assets Held for Lease*

Key portfolio metrics of the Company's aircraft held for lease as of September 30, 2018 and December 31, 2017 were as follows:

	September 30, 2018	December 31, 2017		
Number of aircraft and engines held for lease	18	24		
Weighted average fleet age	10.8 years	11.4 years		
Weighted average remaining lease term	61 months	58 months		
Aggregate fleet net book value	\$ 187,093,000	\$ 195,098,200		
	For the Nine Months Ended September 30, 2018	For the Three Months Ended September 30, 2018	For the Nine Months Ended September 30, 2017	For the Three Months Ended September 30, 2017
Average portfolio utilization	91%	94%	93%	93%

Average portfolio utilization remained flat between the third quarters of 2018 and 2017. The decrease in average portfolio utilization between the first nine months of 2017 and the first nine months of 2018 was due to asset sales during late 2017 and 2018, as well as the return of several aircraft at lease end in 2017.

The following table sets forth the net book value and percentage of the net book value, by type, of the Company's assets that were held for lease at September 30, 2018 and December 31, 2017:

Type	September 30, 2018		December 31, 2017	
	Number owned	% of net book value	Number owned	% of net book value
<b>Turboprop aircraft:</b>				
Bombardier Dash-8-400	2	13%	2	7%
Bombardier Dash-8-300	2	5%	3	6%
Saab 340B Plus	-	-%	4	3%
Saab 340B	-	-%	1	1%
<b>Regional jet aircraft:</b>				
Canadair 900 (*)	5	39%	5	38%
Embraer 175	3	16%	3	16%
Canadair 1000	2	14%	2	15%
Canadair 700	3	12%	3	13%
<b>Engines:</b>				
Pratt & Whitney 150A	1	1%	1	1%

(\*) Amounts for December 31, 2017 include a Canadair 705 that was converted to a Canadair 900 in 2018.

During the third quarter of 2018, the Company purchased no aircraft and sold two aircraft. During the first nine months of 2018, the Company purchased two aircraft subject to operating leases and sold four aircraft and certain aircraft parts. During the third quarter of 2017, the Company purchased one aircraft subject to an operating lease and sold no aircraft. During the first nine months of 2017, the Company purchased three aircraft subject to operating leases and three aircraft that the Company leased pursuant to direct financing leases in a sale and leaseback transaction, and sold one aircraft pursuant to a sales-type finance lease, three spare engines and parts from two assets that are held for sale.

The following table sets forth the net book value and percentage of the net book value of the Company's assets that were held for lease at September 30, 2018 and December 31, 2017 in the indicated regions (based on the domicile of the lessee):

Region	September 30, 2018		December 31, 2017	
	Net book value	% of net book value	Net book value	% of net book value
Europe	\$ 111,920,600	60%	\$ 92,108,500	47%
North America	69,431,700	37%	72,270,700	37%
Asia	5,740,600	3%	6,082,100	3%
Off lease	-	-%	24,636,900	13%
	<u>\$ 187,092,900</u>	<u>100%</u>	<u>\$ 195,098,200</u>	<u>100%</u>

For the quarter ended September 30, 2018, approximately 29%, 27% and 20% of the Company's operating lease revenue was derived from customers in Slovenia, the United States and Spain, respectively. Operating lease revenue does not include interest income from the Company's finance leases. The following table sets forth geographic information about the Company's operating lease revenue for leased aircraft and aircraft equipment, grouped by domicile of the lessee:

Region	For the Three Months Ended September 30, 2018		For the Three Months Ended September 30, 2017	
	Number of lessees	% of operating lease revenue	Number of lessees	% of operating lease revenue
Europe	4	60%	4	48%
North America	4	35%	4	33%
Africa	-	-	1	11%
Asia	1	5%	1	4%
Australia	-	-	1	4%

At September 30, 2018 and December 31, 2017, the Company also had six aircraft and nine aircraft, respectively, subject to finance leases. For the quarter ended September 30, 2018, approximately 61% and 39% of the Company's finance lease revenue was derived from customers in Africa and Europe, respectively.

#### *Assets Held for Sale*

At September 30, 2018, the Company also had four aircraft held for sale, comprised of two Saab 340B Plus, one Bombardier Dash-8-300 and one Bombardier Dash-8-400 aircraft.

#### *Results of Operations*

(a) *Quarter ended September 30, 2018 compared to the quarter ended September 30, 2017*

##### *(i) Revenues and Other Income*

Revenues and other income for the quarter ended September 30, 2018 decreased by \$3.3 million compared to the third quarter of 2017. The decrease was primarily a result of losses incurred on the sale of two assets, decreased operating lease revenues and decreased maintenance reserves revenues.

Operating lease revenue decreased by 5% to \$7.2 million in the third quarter of 2018, from \$7.6 million in the third quarter of 2017, primarily due to (i) the loss of revenue from assets that were on lease during the 2017 quarter, but off lease in 2018 and (ii) the loss of revenue from aircraft that were sold during 2017. Such decreases were partially offset by revenue from assets purchased in mid-2017 and in the first six months of 2018.

Finance lease revenue decreased by 37% to \$0.3 million in the third quarter of 2018, from \$0.4 million in the third quarter of 2017, primarily due to a lower finance lease receivables balance in the 2018 period.

Maintenance reserves that are retained by the Company at lease end are recorded as revenue at that time. The Company recorded no such revenue during the third quarter of 2018. During the third quarter of 2017, the Company recorded maintenance reserves revenue of \$0.3 million related to retained maintenance reserves at the time of lease termination for two aircraft.

During the third quarter of 2018, the Company sold two aircraft and recorded losses totaling \$2.4 million.

*(ii) Expenses*

Expenses for the quarter ended September 30, 2018 increased by \$3.1 million compared to the third quarter of 2017. The increase was primarily a result of increases in asset impairment provisions, interest expenses and maintenance expenses between periods, partially offset by decreases in management fees and professional fees, general and administrative and other expenses.

The Company's interest expense increased by 15% to \$2.5 million in the third quarter of 2018, from \$2.1 million in the same period of 2017, primarily as a result of both a higher average interest rate and higher fee amortization in the 2018 period, the effects of which were partially offset by a lower average debt balance in the 2018 period.

The average net book value of assets held for lease during the third quarters of 2018 and 2017 was approximately \$201.6 million and \$207.9 million, respectively. Management fees, which are based on the net book value of the Company's aircraft and engines as well as finance lease receivable balances, were 3% lower in the third quarter of 2018 as compared to the same period of 2017.

Professional fees, general and administrative and other expenses for the quarters ended September 30, 2018 and 2017 included \$77,200 and \$161,800, respectively, incurred in connection with the acquisition of JHC.

The Company's maintenance expense increased by 45% to \$0.2 million in the third quarter of 2018 from \$0.2 million in the same period of 2017, primarily as a result of maintenance performed by the Company in the 2018 period on an off-lease aircraft to prepare it for sale or re-lease.

During the third quarter of 2018, the Company recorded impairment provisions totaling \$2.7 million on four of its aircraft held for sale, based on appraised values. During the third quarter of 2017, the Company recorded an impairment provision of \$0.1 million for one of its turboprop aircraft held for lease, based on its expected sales value.

*(iii) Income tax (benefit)/provision*

The Company's (benefit)/provision for income taxes changed from a provision of \$0.3 million in the third quarter of 2017 to a benefit of \$1.2 million in the same period of 2018. This change was primarily attributable to the losses on sale and provisions for impairment discussed above, as well as a decrease in the Company's effective tax rate from year to year.

*(b) Nine months ended September 30, 2018 compared to the nine months ended September 30, 2017*

*(i) Revenues and Other Income*

Revenues and other income for the nine months ended September 30, 2018 decreased by \$3.7 million compared to the first nine months of 2017. The decrease was primarily a result of losses incurred on the sale of assets, decreased operating lease revenues and decreased maintenance reserves revenues, partially offset by increased other income.

Operating lease revenue decreased 7% to \$20.5 million in the first nine months of 2018, from \$22.0 million in the same period of 2017, primarily due to (i) the loss of revenue from assets that were on lease during the 2017 period, but off lease in 2018 and (ii) the loss of revenue from aircraft that were sold during 2017. Such decreases were partially offset by revenue from assets purchased in mid-2017 and in the second quarter of 2018.

Finance lease revenue decreased by 15% to \$1.0 million in the nine months ended September 30, 2018, from \$1.2 million in the nine months ended September 30, 2017, primarily due to a lower finance lease receivables balance in the 2018 period.

Maintenance reserves that are retained by the Company at lease end are recorded as revenue at that time. The Company recorded no such revenue during the nine months ended September 30, 2018. During the nine months ended September 30, 2017, the Company recorded maintenance reserves revenue of \$0.4 million related to an economic adjustment due from the lessee when an aircraft was returned at lease expiration and \$0.6 million of retained maintenance reserves when four aircraft were returned at or prior to lease expiration.

During the nine months ended September 30, 2018, the Company recorded gains totaling of approximately \$90,000 on the sale of an aircraft and aircraft parts and losses totaling approximately \$2.5 million on the sale of three aircraft.

During the nine months ended September 30, 2017, the Company recorded a gain of \$297,400 on the sale of an aircraft pursuant to a sales-type finance lease, gains totaling \$43,200 related to the sale of parts from two assets that are held for sale, and a loss of \$0.2 million on the sale of two spare engines. Also in the 2017 period, the Company exchanged one of its spare engines for 150,000 shares of the Company's common stock held by a stockholder, and recorded no gain or loss related to the exchange.

During the nine months ended September 30, 2018, the Company recorded \$1.6 million in other income resulting from cash received from the previous lessee of three aircraft that were returned to the Company during 2017. Such payments were for unpaid maintenance reserves, as well as amounts due pursuant to the return conditions of the applicable leases. The Company did not accrue unpaid reserves or return condition amounts at the time of lease termination based on management's evaluation of the creditworthiness of the lessee. Therefore, the Company is accounting for payments as they are received and is recording the amount in other income in the period in which a payment is received.

*(ii) Expenses*

Expenses for the nine months ended September 30, 2018 increased by \$3.9 million compared to the nine months ended September 30, 2017. The increase was primarily a result of increases in asset impairment provisions and interest expenses between periods, partially offset by decreases in

management fees and maintenance fees.

The Company's interest expense increased by 29% to \$7.1 million in the nine months ended September 30, 2018 from \$5.5 million in the same period of 2017, primarily as a result of both a higher average debt balance and a higher average interest rate in the 2018 period, as well as higher fee amortization.

The average net book value of assets held for lease during the nine months ended September 30, 2018 and 2017 was approximately \$198.4 million and \$195.8 million, respectively. Management fees, which are based on the net book value of the Company's aircraft and engines as well as finance lease receivable balances, were 2% lower in the first nine months of 2018 as compared to the same period of 2017.

Professional fees, general and administrative and other expenses for the nine months ended September 30, 2018 and 2017 included \$341,400 and \$287,700, respectively, incurred in connection with the acquisition of JHC.

The Company's maintenance expense decreased by 51% to \$0.4 million in the first nine months of 2018, from \$0.8 million in the same period of 2017, as a result of a decrease in maintenance work performed by the Company on off-lease aircraft to prepare them for sale or re-lease.

During the nine months ended September 30, 2018, the Company recorded impairments totaling \$3.0 million on four aircraft held for sale, based on appraised values. During the nine months ended September 30, 2017, the Company recorded impairment provisions of \$0.4 million for one of its aircraft held for lease, based on its appraised value, and \$0.1 million on another aircraft, which was sold in October 2017, based on the net sales value agreed with the buyer during the third quarter of 2017.

*(iii) Income tax (benefit)/provision*

The Company's (benefit) provision for income taxes changed from a provision of \$0.9 million in the nine months ended September 30, 2017 to a benefit of \$1.1 million in the same period of 2018. This change was primarily attributable to the losses on sale and provisions for impairment discussed above, as well as a decrease in the Company's effective tax rate from year to year.

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## *Liquidity and Capital Resources*

The Company is currently financing its assets and operations primarily through debt financing and excess cash flows.

### *(a) Credit Facility*

The Company has a \$170 million Credit Facility that matures on May 31, 2019, as described in Note 4(a) to the Company's condensed consolidated financial statements in Item 1 of this Quarterly Report on Form 10-Q. The Company is negotiating with lenders for an extension of the Credit Facility and a new non-recourse term loan that would be secured by certain of the regional jet aircraft in its portfolio, and expects these transactions, if completed, to close prior to expiration of the current credit facility. However, these transactions may not be completed when expected, on terms anticipated or favorable to the Company, or at all.

In addition to payment obligations, the Credit Facility contains financial covenants with which the Company must comply, including, but not limited to, positive earnings requirements, minimum net worth standards and certain ratios, such as debt to equity ratios.

The Company was not in compliance with the interest coverage, debt service coverage and revenue concentration covenants under the Credit Facility at September 30, 2018. The Company obtained a waiver from the Credit Facility lenders in November 2018 for the September 30, 2018 non-compliance. There were no fees or penalties related to the waiver. In addition, based on appraisals obtained in October 2018 for four assets held for sale, the Company had a borrowing base deficiency of approximately \$1,400,000 at September 30, 2018. The Company cured the deficiency in October by making a principal payment of \$2,000,000 on the Credit Facility.

The Company was in compliance with all covenants under the Credit Facility at December 31, 2017.

If the Company were to be out of compliance with any of its Credit Facility covenants at future calculation dates, the Company would need to request waivers or amendments of applicable covenants from its lenders if such compliance failure were not timely cured. Any such future non-compliance that is not timely cured or waived would result in a default under the Credit Facility, which could have material negative consequences, as described further below.

The Company's ability to regain and maintain compliance with its covenants in the Credit Facility is subject to a variety of factors, including, among others (i) unanticipated decreases in the market value of the Company's assets, or in the rental rates deemed achievable for such assets that cause the Company to record an impairment charge against earnings, (ii) lessee non-compliance with lease obligations, (iii) inability to locate new lessees for returned equipment within a reasonable remarketing period, or at a rent level consistent with projected rates, (iv) inability to locate and acquire a sufficient volume of additional assets at prices that will produce acceptable net returns, (v) increases in interest rates, or (vi) inability to timely dispose of off-lease assets at prices commensurate with their market value.

Any default under the Credit Facility, if not cured in the time permitted under the facility or waived by the lenders, could result in the Company's inability to borrow any further amounts under the Credit Facility, the acceleration of the Company's obligation to repay amounts borrowed under the Credit Facility, or foreclosure upon any or all of the assets of the Company.

### *(b) Special purpose financings*

In August 2016, the Company acquired, using wholly-owned special purpose entities, two regional jet aircraft, using cash and third-party financing (referred to as "special purpose financing or "SPE Financing") separate from its Credit Facility, as described in Note 4(b) to the Company's condensed consolidated financial statements in Item 1 of this Quarterly Report on Form 10-Q.

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(c) *Cash flow*

The Company's primary sources of cash from operations are payments due under the Company's operating and finance leases, maintenance reserves, which are billed monthly to lessees based on asset usage, and proceeds from the sale of aircraft and engines.

The Company's primary uses of cash are for (i) purchases of assets, (ii) Credit Facility and special purpose financing interest and principal payments, (iii) maintenance expense and reimbursement to lessees from collected maintenance reserves, (iv) management fees and expense reimbursement owed to JMC, and (v) professional fees, including legal, accounting and directors' fees costs.

The Company's payments for maintenance consist of reimbursements to lessees for eligible maintenance costs under their leases and maintenance incurred directly by the Company for preparation of off-lease assets for re-lease to new customers. The timing and amount of such payments may vary widely between quarterly and annual periods, as the required maintenance events can vary greatly in magnitude and cost, and the performance of the required maintenance events by the lessee or the Company, as applicable, are not regularly scheduled calendar events and do not occur at uniform intervals. The Company's maintenance payments typically constitute a large portion of its cash needs, and the Company may from time to time borrow additional funds under the Credit Facility, if available, or seek alternative sources of financing to provide funding for such payments.

Prior to the Company's acquisition of JHC on October 1, 2018, the Company's portfolio of leased aircraft assets was managed and administered under the terms of the Management Agreement with JMC. Under the Management Agreement, JMC received a monthly management fee based on the net asset value of the assets under management. JMC also received an acquisition fee for locating assets for the Company. Acquisition fees were included in the cost basis of the asset purchased. JMC also received a remarketing fee in connection with the re-lease or sale of the Company's assets. Remarketing fees were amortized over the applicable lease term or included in the gain or loss on sale.

In April 2018, subsequent to the execution of the merger agreement for the acquisition of JHC (the "Merger Agreement"), which was signed in October 2017, the Company, JHC and JMC entered into a waiver and reimbursement agreement (the "Waiver/Reimbursement Agreement"), pursuant to which JHC and JMC agreed to waive their right to receive management and acquisition fees ("Contract Fees") otherwise owed by the Company to JMC pursuant to the Management Agreement for all periods after March 31, 2018 and until the consummation of the Merger, and in return, the Company agreed to reimburse JMC for expenses ("Management Expense") incurred in providing management services set forth under the Management Agreement. As a result, the Company has been responsible for all expenses incurred by JMC in managing the Company beginning April 1, 2018 and will continue to be responsible for all such expenses in all periods after the Merger. The risk of increased costs for these expenses, including employee salaries and benefits, worldwide travel related to the management of the Company's aircraft portfolio, office rent, outside technical experts and other overhead expenses, is now the responsibility of the Company rather than JMC. In addition, because the management and administrative services previously performed by JMC are now internalized, the Company is no longer paying management or acquisition fees to an unconsolidated third party in exchange for the performance of these services. As a result, the Company expects the types, timing and amounts of, and patterns and trends with respect to, its recorded expenses to change as a result of the Merger, but the manner and extent of these changes remains uncertain until the Company has performed and controlled these functions for some period of time.

The amount of interest paid by the Company depends primarily on the outstanding balance of its Credit Facility, which carries a floating interest rate as well as an interest rate margin, and is therefore also dependent on changes in prevailing interest rates. Interest related to the Company's special purpose financings is payable at a fixed rate.

Management believes that the Company will have adequate cash flow to meet its ongoing operational needs, including any required repayments under the Credit Facility, special purposes financings and any future term loans, for at least the next 12 months, based upon its current estimates of future revenues and expenditures. These estimates reflect assumptions about, among other things, (i) revenues for assets to be re-leased, (ii) costs of administering and managing the Company's portfolio of assets rather than relying on an outside third -party management company, (iii) cost and anticipated timing of maintenance to be performed, (iv) required debt payments, (v) timely use of proceeds of unused debt capacity for additional acquisitions of income producing assets, (vi) interest rates and (vii) the amount, timing and patterns of management and administrative expenses to be borne by the Company after completion of the Merger. Although the Company believes that the assumptions it has made in forecasting its cash flow are reasonable in light of experience, actual results could deviate from such assumptions. As discussed above, in "Liquidity and Capital Resources – (a) Credit Facility," and below in "Outlook" and "Factors that May Affect Future Results and Liquidity," there are a number of factors that may cause actual results to deviate from such forecasts. If these assumptions turn out to be incorrect and the Company's cash requirements exceed its cash flows, the Company would need to pursue additional sources of financing to satisfy these requirements, which may not be available when needed, on acceptable terms, or at all. See "Factors that May Affect Future Results and Liquidity" below for more information about financing risks and limitations.

(i) *Operating activities*

The Company's cash flow from operations increased by \$1.2 million in the first nine months of 2018 compared to the same period in 2017. As discussed below, the increase in cash flow was primarily a result of increases in payments received for other income, as well as a decrease in payments for management fees and maintenance. This positive effect was partially offset by increases in payments for interest, professional fees and general and administrative expenses and income taxes.

(A) Payments for other income

During the first nine months of 2018, the Company recorded \$1.6 million in other income resulting from cash received from the previous lessee of three aircraft that were returned to the Company during 2017. Such payments were for unpaid maintenance reserves, as well as amounts due pursuant to the return conditions of the applicable leases. The Company did not accrue unpaid reserves or return condition amounts at the time of lease termination based on management's evaluation of the creditworthiness of the lessee. Therefore, the Company is accounting for payments as they are received and recording the amount in other income in the period in which a payment is received.

(B) Payments for maintenance reserves

Receipts from lessees for maintenance reserves decreased by \$0.5 million in the first nine months of 2018 compared to the same period in 2017, primarily due to assets for which the Company collects maintenance reserves that were on lease in the 2017 period, but off lease in 2018, the effect of which was partially offset by reserves collected in 2018 for aircraft acquired in the second quarter of 2018.

(C) Payments for finance lease interest

Receipts for finance lease interest decreased by \$0.2 million in the first nine months of 2018 compared to the same period in 2017, primarily due to the sale of three aircraft that were subject to finance leases in the 2017 period, but were sold to the lessee during the third quarter of 2018.

(D) Payments for management fees

Payments for management fees decreased by \$1.2 million in the first nine months of 2018 compared to the same period in 2017, primarily as a result of a difference in the timing of payments from year to year.

(E) Payments for interest

Payments for interest increased by \$1.3 million in the first nine months of 2018 compared to the first nine months of 2017 as a result of a higher average debt balance and higher rates during the 2018 period.

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(F) Payments for maintenance

Payments for maintenance decreased by \$1.6 million in the first nine months of 2018 compared to the same period in 2017 period as a result of decreased maintenance performed by the Company on off-lease aircraft to prepare them for sale or re-lease.

(G) Payments for professional fees, general and administrative expenses

Payments for professional fees, general and administrative expenses increased by \$0.4 million in the first nine months of 2018 compared to the same period in 2017, primarily as a result of amounts related to the Company's acquisition of JHC.

(H) Payments for income taxes

Payments for income taxes increased by \$0.5 million in the first nine months of 2018 compared to the same period in 2017 as a result of foreign income taxes paid related to the Company's SPE Financing entities.

(ii) *Investing activities*

During the nine months ended September 30, 2018 and 2017, the Company received net cash of \$12.7 million and \$3.1 million, respectively, from the sale of assets. During the first nine months of 2018 and 2017, the Company used cash of \$22.7 million and \$32.1 million, respectively, for acquisitions of aircraft. During the 2017 period, the Company also used \$7.6 million for the acquisition of three aircraft that are subject to direct-financing leases.

(iii) *Financing activities*

During the first nine months of 2018 and 2017, the Company borrowed \$21.0 million and \$35.9 million, respectively, under the Credit Facility. In the first nine months of 2018 and 2017, the Company repaid \$24.2 million and \$4.8 million, respectively, of its total outstanding debt under the Credit Facility. Such repayments were funded by excess cash flow and, in the 2018 period, the sale of assets. During the first nine months of 2018 and 2017, the Company's special purpose entities repaid \$3.2 million and \$3.1 million, respectively, of SPE Financing principal.

**Outlook**

The Company has identified four principal factors that it believes may materially affect the Company's growth and operating results in the near term. These and other factors that could impact the Company's business, performance and liquidity are described in more detail under "*Factors that May Affect Future Results and Liquidity*" below.

- On October 1, 2018, the Company acquired JHC, the parent of JMC, which has acted as the management company for the Company since the Company's inception. The Company believes that the combination of the management function performed by JMC and the portfolio held by the Company could be accretive to the Company and could create value for the shareholders of the combined post-Merger company, but such accretion may not be realized until after transaction and integration costs in connection with the Merger have been incurred, or at all. In addition, the Company has incurred certain non-recurring, non-tax deductible Merger expenses in the periods leading up to the Merger, and will continue to do so immediately following the Merger, as well as having to record, for accounting purposes, a settlement loss at the time of consummation of the Merger, which could negatively affect the Company's results for those periods.
- Increased production of aircraft types in the Company's market niche has resulted in some manufacturers offering competitive pricing for new aircraft to regional aircraft customers. In addition, notwithstanding recent interest rate increases in the United States, competition for assets in the Company's market niche of worldwide regional aircraft has continued to increase. Some of the Company's newer competitors are funded by investment banks and private equity firms seeking higher yields on investment assets than are currently available from traditional income investment types. The increased competition has resulted in higher acquisition prices for many of the aircraft types that the Company has targeted to buy and, at the same time, downward pressure on lease rates for these aircraft, resulting in lower revenues and margins and, therefore, fewer acceptable acquisition opportunities for the Company. The Company anticipates this trend will continue for the short- to medium-term, but could change if and when yields on alternative investments return to a more normal historical range.
- The Company has not identified sale customers for four turboprop aircraft that are currently off lease and classified as held for sale. These aircraft are older types that are no longer in production, and the Company does not view it as unusual that market demand for them is weak and, therefore, expects that they may remain unsold for significant periods of time.
- The Company is negotiating with lenders for an extension of the Credit Facility and a new non-recourse term loan that would be secured by certain of the regional jet aircraft in its portfolio, and expects these transactions, if completed, to close prior to the May 2019 expiration of the current credit facility. The new credit facility is expected to incorporate changes in financial covenants from the current facility that will allow the Company to maintain compliance with the new credit facility and access additional acquisition financing. However, there is no assurance that transactions may be completed when expected, or on terms anticipated or favorable to the Company, or at all.

**Critical Accounting Policies, Judgments and Estimates**

The Company's discussion and analysis of its financial condition and results of operations are based upon the condensed consolidated financial statements included in this report, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires management to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and the related disclosure of contingent assets and liabilities at the date of the financial statements or during the applicable reporting period. In the event that actual results differ from these estimates or the Company adjusts these estimates in future

periods, the Company's operating results and financial position could be materially affected. For a further discussion of Critical Accounting Policies, Judgments and Estimates, refer to Note 1 to the Company's financial statements in Item 1 of this Quarterly Report on Form 10-Q.

### ***Factors that May Affect Future Results and Liquidity***

The Company's business, financial condition, results of operations, prospects and reputation could be affected by a number of factors. In addition to matters discussed elsewhere in this discussion, the Company believes the following are the most significant factors that may impact the Company; however, additional or other factors not presently known to the Company or that management deems immaterial could also impact the Company and its performance.

*Availability of Financing.* The Company's credit facility expires on May 31, 2019. The Company's continued growth will depend on its ability to continue to obtain capital, either through debt or equity financings. The Company is negotiating with lenders for an extension of the Credit Facility and a new non-recourse term loan that would be secured by certain of the regional jet aircraft in its portfolio, and expects these transactions, if completed, to close prior to the May 2019 expiration of the current credit facility.

One of the current primary limiters on the Company's ability to draw under the current credit facility or incur any other additional debt is the covenant limitation on the Company's maximum debt to equity ratio. Under the proposed terms for the extended credit facility, the Company would have more favorable financial covenants not limited by the Company's current equity capitalization. However, these terms of the credit facility renewal and term loan financings have not been finalized in definitive agreements, and the final terms agreed to may not be as favorable to the Company as anticipated.

If the Company is not successful in completing these transactions or locating other alternative sources of financing prior to the May 21, 2019 expiration of the current credit facility, the Company may be required to dispose of assets in order to repay its debt, and its ability to maintain or grow its operations could be jeopardized, any of which could result in material negative effects on the Company and its business.

Additionally, even if the credit facility extension and new term loans are effected, the Company will still need to source additional capital, though equity financings, additional debt financings, or other alternatives, in order to grow. One of the motivations for the Company to acquire JHC was to remove the outside management structure of the Company, which was believed to be an impediment to attracting capital sources. There can be no assurance that the Company will obtain such additional capital in the future, as a successful capital raising transaction depends on many factors, some of which are outside the Company's control.

*Noncompliance with Debt Financial Covenants.* The Company's use of debt as the primary form of acquisition financing subjects the Company to increased risks associated with leverage. In addition to payment obligations, the Company's debt agreements include financial covenants, including some requiring the Company to have positive earnings, meet minimum net worth standards and be in compliance with certain other financial ratios. The Company was not in compliance with the interest coverage, debt service coverage and revenue concentration covenants under the Credit Facility as of September 30, 2018. The noncompliance was waived by the lenders in anticipation of the renewal of the credit facility on terms under which the Company would be in compliance as of September 30, 2018. Until the renewed credit facility agreement is in effect, the Company may be subject to additional compliance failures of these or other debt covenants at future calculation dates, and the lenders are under no obligation to forbear or waive any such future noncompliance. Any default under the Credit Facility or another debt agreement, if not cured in the time permitted or waived by the respective lender, could result in the Company's inability to borrow under the debt instrument, the acceleration of the Company's debt obligations, or the foreclosure upon any or all of the assets of the Company.

*Consummation of Merger May Subject the Company to Additional Risks.* On October 1, 2018 the Company acquired JHC, the parent of the Company's management company, JMC, by way of a reverse triangular merger. The acquisition of JHC subjects the Company to additional risks, including the following:

- *Merger Expenses.* In addition to legal, accounting and financial advisory fees incurred prior to completion of the Merger, the Company will need to incur significant additional expenses, including legal, accounting, and third-party consulting fees in order to comply with disclosure and other requirements pertaining to the Mergers and pay the management and administrative expenses, including employment and other compensation expenses, that were previously paid by an unconsolidated third party.
- *Settlement Loss Effect on Debt Covenant Compliance.* The Company will need to record a settlement loss as of the closing date of the Merger related to its prior obligations under the Management Agreement with JMC, in an amount equal to a substantial portion of the purchase consideration paid in the Merger. The Company is in the process of determining the amount of the loss and the accounting treatment thereof. In December 2017, the Company obtained the consent of the Credit Facility lenders to the Merger, and modifications to the Credit Facility for post-Merger periods to prevent certain expense items arising from the Merger causing a default under the Credit Facility agreement covenants. The modifications impose a limit on the amount of settlement loss and merger costs that will be disregarded for covenant purposes, but the Company believes that they are sufficient to avoid these from causing a further default under the Credit Facility financial covenants.
- *Assumption of Expenses Covered under Management Agreement.* Under the Management Agreement with JMC, the Company paid management fees to JMC based upon the book value of the Company's aircraft assets, an acquisition fee for each asset purchased by the Company, and a remarketing/re-lease fee for each sale or re-lease transaction entered into with respect to the Company's aircraft. In return, JMC provided the Company with comprehensive management services, under which JMC had full responsibility for payment of all employee salaries and benefits, outside technical services, worldwide travel needed to promote the Company's business, office space, utilities, IT and communications, furniture and fixtures, and other general administrative and overhead costs. Under the Management Agreement, if the fees collected were not enough to cover JMC's expenses in managing the Company's portfolio, such losses were borne entirely by JMC.

As a result of the Waiver/Reimbursement Agreement, the Company has been responsible for all expenses incurred by JMC in managing

the Company beginning April 1, 2018 and will continue to be responsible for all such expenses in all periods after the Merger. The risk of increased costs for these expenses is now the responsibility of the Company rather than JMC, and such costs are no longer limited to the amount of the management fee, as was the case under the third party management structure with JMC. Consequently, the risk of any cost overruns or unanticipated expenses in asset management since April 1, 2018 have been borne solely by the Company and are no longer shifted to an unconsolidated third-party management company. As a result, the Company's expense categories, amounts, timing and patterns could change significantly in future periods.

- *AeroCentury's Management Will Become Internalized.* JHC is now a wholly-owned subsidiary of the Company and sole responsibility for management of the combined company will fall upon its and JMC's management. If the Company is dissatisfied with management services, the Company will have to address the shortcomings internally, and if they cannot be resolved with the existing management and personnel, the Company may be required to reorganize its management structure and/or replace personnel or seek new third party management services, either of which could result in the Company incurring significant expense and use of resources.
- *Assumption of JHC Liabilities.* By acquiring JHC in a reverse triangular merger, JHC has become a wholly-owned subsidiary of the Company. To the extent that JHC or any of its subsidiaries have liabilities, these will become liabilities of the Company on a consolidated basis. While the Merger Agreement provides for limited indemnification by JHC shareholders for certain liabilities of JHC or its subsidiaries that arise from pre-Merger occurrences, and the Company has performed due diligence reviews of the liabilities of JHC and its subsidiaries, the indemnification is limited to the consideration paid by the Company to JHC and such due diligence reviews are inherently non-exhaustive and may not have uncovered all known or contingent liabilities or presently unknown liabilities that may emerge after the October 1, 2018 Merger.

*Credit Facility Debt Limitations.* The amount available to be borrowed under the Credit Facility is limited by asset-specific advance rates. Lease arrearages or off-lease periods for a particular asset that is collateral under the Credit Facility may reduce the loan advance rate permitted with respect to that asset and, therefore, reduce the permitted borrowing under the facility or require repayments. Amounts subject to payment deferral agreements also reduce the amount of permitted borrowing. The Company believes it will have sufficient borrowing availability under the Credit Facility to meet its anticipated capital needs in the near term in spite of these limitations and it will have sufficient cash funds to make any required principal repayment that arises due to any such borrowing limitations, but actual cash levels could deviate from these assumptions.

*Ownership Risks.* The Company's leases typically are for a period shorter than the entire, anticipated, remaining useful life of the leased assets. As a result, the Company's recovery of its investment and realization of its expected yield in such a leased asset is dependent upon the Company's ability to profitably re-lease or sell the asset following the expiration of the lease. This ability is affected by worldwide economic conditions, general aircraft market conditions, regulatory changes, changes in the supply or cost of aircraft equipment, and technological developments that may cause the asset to become obsolete. If the Company is unable to remarket its assets on favorable terms when the leases for such assets expire, the Company's financial condition, cash flow, ability to service debt, and results of operations could be adversely affected.

The Company typically acquires used aircraft equipment. The market for used aircraft equipment has been cyclical, and generally reflects economic conditions and the strength of the travel and transportation industry. The demand for and value of many types of used aircraft in the recent past has been depressed by such factors as airline financial difficulties, airline consolidations, the number of new aircraft on order, an excess supply of newly manufactured aircraft or used aircraft coming off lease, as well as introduction of new aircraft models and types that may be more technologically advanced, more fuel efficient and/or less costly to maintain and operate. Values may also increase or decrease for certain aircraft types that become more or less desirable based on market conditions and changing airline capacity. Declines in the value of the Company's aircraft and any resulting decline in market demand for these aircraft could materially adversely affect the Company's revenues performance and liquidity. Also, because the Company's ability to borrow under the current terms of its credit facility is subject to a covenant setting forth a maximum ratio of (i) the outstanding debt under the facility to (ii) the appraised value of the collateral base of aircraft assets securing the credit facility, a significant drop in the appraised market value of the portfolio could require the Company to make a substantial prepayment of outstanding principal under the credit facility in order to avoid a default under the credit facility and limit the utility of the credit facility as a source of future funding.

In addition, a successful investment in an asset subject to an operating lease depends in part upon having the asset returned by the lessee in the condition as required under the lease. Each operating lease obligates a customer to return an asset to the Company in a specified condition, generally in a condition that will allow the aircraft to be readily re-leased to a new lessee, and/or pay an economic settlement for redelivery that is not in compliance with such specified conditions. The Company strives to ensure this result through onsite management during the return process. However, if the lessee were to become insolvent during the term of its lease and the Company had to repossess the asset, it is unlikely that the lessee would have the financial ability to meet these return obligations. In addition, if the lessee filed for bankruptcy and rejected the aircraft lease, the lessee would be required to return the aircraft but would be relieved from further lease obligations, including return conditions specified in the lease. In either case, it is likely that the Company would be required to expend funds in excess of any maintenance reserves collected to return the asset to a remarketable condition.

Several of the Company's leases with financially strong lessees do not require payment of monthly maintenance reserves, which serve as the lessee's advance payment for its future repair and maintenance obligations. If repossession due to lessee default or bankruptcy occurred under such a lease, the Company would be left with the costs of unperformed repair and maintenance under the applicable lease and the Company would likely incur an unanticipated expense in order to re-lease or sell the asset.

Furthermore, the occurrence of unexpected adverse changes that impact the Company's estimates of expected cash flows generated from an asset could result in an asset impairment charge against the Company's earnings. The Company periodically reviews long-term assets for impairment, particularly when events or changes in circumstances indicate the carrying value of an asset may not be recoverable. An impairment charge is recorded when the carrying amount of an asset is estimated to be not recoverable and exceeds its fair value. The Company recorded impairment charges for some of its aircraft in 2016, 2017 and 2018, and may be required to record asset impairment charges in the future as a result of a prolonged weak economic environment, challenging market conditions in the airline industry, events related to particular lessees, assets or asset types or other factors affecting the value of aircraft or engines.

*Interest Rate Risk.* The Credit Facility carries a floating interest rate based upon short-term interest rate indices. Lease rates typically, but not always, move over time with interest rates, but market demand and numerous other asset-specific factors also affect lease rates. Because the Company's typical lease rates are fixed at lease origination, interest rate changes during the lease term have no effect on existing lease rental payments. Therefore, if interest rates rise significantly and there is relatively little lease origination by the Company following such rate increases, the Company could experience decreased net income as additional interest expense outpaces revenue growth. Further, even if significant lease origination occurs following such rate increases, other contemporaneous aircraft market forces may result in lower or flat rental rates, thereby decreasing net income.

*Lessee Credit Risk.* The Company carefully evaluates the credit risk of each customer and attempts to obtain a third party guaranty, letters of credit or other credit enhancements, if it deems them necessary, in addition to customary security deposits. There can be no assurance, however, that such enhancements will be available, or that, if obtained, will fully protect the Company from losses resulting from a lessee default or bankruptcy.

If a lessee that is a certified U.S. airline were in default under a lease and sought protection under Chapter 11 of the United States Bankruptcy Code, Section 1110 of the Bankruptcy Code would automatically prevent the Company from exercising any remedies against such lessee for a period of 60 days. After the 60-day period had passed, the lessee would have to agree to perform the lease obligations and cure any defaults, or the Company would have the right to repossess the equipment. However, this procedure under the Bankruptcy Code has been subject to significant litigation, and it is possible that the Company's enforcement rights would be further adversely affected by a bankruptcy filing by a defaulting lessee.

Lessees located in low-growth or no-growth areas of the world carry heightened risk of an unanticipated lessee default. The Company has had customers that have experienced significant financial difficulties, become insolvent, or have entered bankruptcy proceedings. An insolvency or bankruptcy of a customer usually results in a total loss of the receivables from that customer, as well as the Company incurring additional costs in order to repossess and, in some cases, repair the aircraft. The Company closely monitors the performance of all of its lessees and its risk exposure to any lessee that may be facing financial difficulties, in order to guide decisions with respect to such lessee that could mitigate losses in the event the lessee is unable to meet or rejects its lease obligations. There can be no assurance that additional customers will not become insolvent, file for bankruptcy or will otherwise be able to perform their lease obligations, or that the Company will be able to mitigate any of the resultant losses.

It is possible that the Company may enter into deferral agreements for overdue lessee obligations. When a customer requests a deferral of lease obligations, the Company evaluates the lessee's financial plan, the likelihood that the lessee can remain a viable carrier, and whether the deferral is likely to be repaid according to the agreed schedule. The Company may elect to record the deferred rent and reserves payments from the lessee on a cash basis, which could have a material effect on the Company's financial results in the applicable periods. Deferral agreements with lessees also reduce the Company's borrowing capacity under its Credit Facility.

*Concentration of Lessees and Aircraft Type.* For the month ended September 30, 2018, the Company's four largest customers accounted for a total of approximately 77% of the Company's monthly operating lease revenue. A lease default by or collection problem with one or a combination of any of these significant customers could have a disproportionate negative impact on the Company's financial results and borrowing base under the Credit Facility, and, therefore, the Company's operating results are especially sensitive to any negative developments with respect to these customers in terms of lease compliance or collection. In addition, if the Company's revenues become overly concentrated in a small number of lessees, the Company could fail to comply with certain financial covenants in its Credit Facility related to customer concentration, which could result in the negative effects upon such a default described under "*Noncompliance with Debt Financial Covenants*," above.

The Company's aircraft portfolio is currently focused on a small number of aircraft types and models compared to the variety of aircraft used in the commercial air carrier market. A change in the desirability and availability of any of the particular types and models of aircraft owned by the Company could affect valuations and future rental revenues of such aircraft, and would have a disproportionately significant impact on the Company's portfolio value. In addition, the Company is dependent on the third-party companies that manufacture and provide service for the aircraft types in the Company's portfolio. The Company has no control over these companies, and they could decide to curtail or discontinue production of or service for these aircraft types at any time or significantly increase their costs, which could negatively impact the Company's prospects and performance. These effects would diminish if the Company acquires assets of other types. Conversely, acquisition of additional aircraft of types currently owned by the Company will increase the Company's risks related to its concentration of those aircraft types.

*Competition.* The aircraft leasing industry is highly competitive. The Company competes with aircraft manufacturers, distributors, airlines and aircraft operators, equipment managers, leasing companies, equipment leasing programs, financial institutions and other parties engaged in leasing, managing or remarketing aircraft, many of which have longer operating histories, more experience, larger customer bases, more expansive brand recognition, deeper market penetration and significantly greater financial resources. Further, competition in the Company's market niche of regional aircraft has increased significantly recently as a result of new entrants to the acquisition and leasing market and consolidation of certain competitors. If and as competition continues to increase, it has and will likely continue to create upward pressure on acquisition prices for many of the aircraft types that the Company has targeted to buy and, at the same time, create downward pressure on lease rates, resulting in lower revenues and margins for the Company and, therefore, fewer acceptable acquisition opportunities for the Company.

*Risks Related to Regional Air Carriers.* The Company's continued focus on its customer base of regional air carriers subjects the Company to additional risks. Many regional airlines rely heavily or even exclusively on a code-share or other contractual relationship with a major carrier for revenue, and can face financial difficulty or failure if the major carrier terminates the relationship or if the major carrier files for bankruptcy or becomes insolvent. Some regional carriers may depend on contractual arrangements with industrial customers such as mining or oil companies, or franchises from governmental agencies that provide subsidies for operating essential air routes, which may be subject to termination or cancellation on short notice. Furthermore, many lessees in the regional air carrier market are start-up, low-capital, and/or low-margin operators. A current concern for regional air carriers is the supply of qualified pilots. Due to recently imposed regulations of the U.S. Federal Aviation Administration requiring a higher minimum number of hours to qualify as a commercial passenger pilot, many regional airlines have had difficulty meeting their business plans for expansion. This could in turn affect demand for aircraft and the Company's business.

*General Economic Conditions and Lowered Demand for Travel.* While the United States economy has seen substantial improvement since its most recent global recession, not all global regions are experiencing growth, and some remain in recession. The Company does not anticipate any

worsening of the financial condition of its overall customer base, but believes that there may be further shakeouts of weaker carriers in economically troubled regions. Any such shakeouts or any continued or new economic recession or downturn in the regions in which the Company's lessees operate could negatively impact the financial condition and viability of certain of the Company's customers and, in turn, the Company's performance.

A growing concern arises from the fact that much of the recent growth in demand for regional aircraft in developing countries has arisen from mining or other resource extraction operations by Chinese enterprises in these countries. A future downturn in the Chinese domestic economy that reduces demand for imported raw materials could have a significant negative impact on the demand for business and regional aircraft in these developing countries, including in some of the markets in which the Company does, or seeks to do, business.

Furthermore, instability in Europe due to newly imposed U.S. sanctions against Russia and Iran, and the Russian, Iranian and European reaction to such sanctions, or due to other factors, could have a negative impact on intra-European carriers with which the Company does business. Also, Brexit and any further departures from the European Union ("EU") could threaten "open-sky" policies under which EU based carriers operate freely within the EU. Losing open-sky flight rights could have a significant negative impact on the health of the Company's European lessees and, as a result, the financial performance and condition of the Company.

If international conflicts erupt into military hostilities, heightened visa requirements make international travel more difficult, or terrorist attacks involving aircraft or airports occur, or a major flu outbreak occurs, passengers may avoid air travel altogether, and global air travel worldwide could be significantly affected. This would have an adverse impact on many of the Company's customers.

Airline reductions in capacity in response to lower passenger loads can result in reduced demand for aircraft and aircraft engines and a corresponding decrease in market lease rental rates and aircraft values. This reduced market value could affect the Company's results if the market value of an asset or assets in the Company's portfolio falls below carrying value, and the Company determines that a write-down of the value on its balance sheet is appropriate. Furthermore, if older, expiring leases are replaced with leases at decreased lease rates, the lease revenue from the Company's existing portfolio is likely to decline, with the magnitude of the decline dependent on the length of the downturn and the depth of the decline in market rents.

Economic downturns can affect certain regions of the world more than others. As the Company's portfolio is not entirely globally diversified, a localized downturn in one of the key regions in which the Company leases assets could have a disproportionately significant adverse impact on the Company. The Company's significant sources of operating lease revenue by region are summarized in "*Fleet Summary – Assets Held for Lease*," above.

*International Risks.* The Company leases assets in overseas markets. Leases with foreign lessees, however, may present different risks than those with domestic lessees. Most of the Company's expected growth is outside of North America.

A lease with a foreign lessee is subject to risks related to the economy of the country or region in which such lessee is located, which may be weaker than the U.S. economy. An economic downturn in a particular country or region may impact a foreign lessee's ability to make lease payments, even if the U.S. and other foreign economies remain stable.

Foreign lessees are subject to risks related to currency conversion fluctuations. The Company currently has one customer with rent obligations payable in Euros, and the Company may, from time to time, agree to additional leases that permit payment in foreign currency, which would subject such lease revenue to monetary risk due to currency fluctuations. During the periods covered by this report, the Company considers the estimated effect on its revenues of foreign currency exchange rate fluctuations to be immaterial; however, the impact of these fluctuations may increase in future periods if additional rent obligations become payable in foreign currencies.

Even with U.S. dollar-denominated lease payment provisions, the Company could still be affected by a devaluation of the lessee's local currency and a stronger U.S. dollar that would make it more difficult for a lessee to meet its U.S. dollar-denominated payments, increasing the risk of default of that lessee, particularly if its revenue is primarily derived in the local currency.

Foreign lessees that operate internationally may also face restrictions on repatriating foreign revenue to their home country. This could create a cash flow crisis for an otherwise profitable carrier, affecting its ability to meet its lease obligations. Foreign lessees may also face restrictions on payment of obligations to foreign vendors, including the Company, which may affect their ability to timely meet lease obligations to the Company.

Foreign lessees are not subject to U.S. bankruptcy laws, although there may be debtor protection similar to U.S. bankruptcy laws available in some jurisdictions. Certain countries do not have a central registration or recording system which can be used to locally record the Company's interest in equipment and related leases. This could make it more difficult for the Company to recover an aircraft in the event of a default by a foreign lessee. In any event, collection and enforcement may be more difficult and complicated in foreign countries.

Ownership of a leased asset operating in a foreign country and/or by a foreign carrier may subject the Company to additional tax liabilities that are not present with aircraft operated in the United States. Depending on the jurisdiction, laws governing such tax liabilities may be complex, not well formed or not uniformly enforced. In such jurisdictions, the Company may decide to take an uncertain tax position based on the best advice of the local tax experts it engages, which position may be challenged by the taxing authority. If the taxing authority later assesses a liability, the Company may be required to pay penalties and interest on the assessed amount, which penalties and interest would not give rise to a corresponding foreign tax credit on the Company's U.S. tax return.

The Trump administration and members of the U.S. Congress have made public statements about significant changes in U.S. trade policy and have taken certain actions that materially impact U.S. trade, including terminating, renegotiating or otherwise modifying U.S. trade agreements with countries in various regions and imposing tariffs on certain goods imported into the United States. These changes in U.S. trade policy have triggered and could continue to trigger retaliatory actions by affected countries, resulting in "trade wars." These trade wars could generally increase the cost of aircraft, aircraft and engine components and other goods regularly imported by our customers, thereby increasing costs of operations

for our air carrier customers that are located in the affected countries. The increased costs could materially and adversely impact the financial health of affected air carriers, generally, which in turn could have a negative impact on the Company's business opportunities, and if the Company's lessees are significantly affected, could have a direct impact on the Company's financial results. Furthermore, the Company often incurs maintenance or repair expense not covered by lessees in foreign countries, which could increase the Company's own maintenance and repair expense if such countries are affected by such a trade war.

*Level of Portfolio Diversification.* The Company intends to continue to focus solely on regional aircraft. Although the Company invested in a limited number of turboprop aircraft types in the past, including two in the second quarter of 2018, the Company has also acquired several regional jet aircraft types, which now comprise a larger percentage of the Company's portfolio based on number of aircraft and net book value. The Company may continue to seek acquisition opportunities for new types and models of aircraft used in the Company's targeted customer base of regional air carriers. Acquisition of aircraft types not previously acquired by the Company entails greater ownership risk due to the Company's lack of experience managing those assets and the potentially different types of customers that may lease them. Conversely, the Company's focus on a more limited set of aircraft types and solely on regional aircraft subjects the Company to risks that disproportionately impact these aircraft markets, which are described elsewhere in this discussion. As a result, the level of asset and market diversification the Company chooses to pursue could have a significant impact on its performance and results.

*Government Regulation.* There are a number of areas in which government regulation may result in costs to the Company. These include aircraft registration safety requirements, required equipment modifications, maximum aircraft age, and aircraft noise requirements. Although it is contemplated that the burden and cost of complying with such requirements will fall primarily upon lessees, there can be no assurance that the cost will not fall on the Company. Furthermore, future government regulations could cause the value of any non-complying equipment owned by the Company to decline substantially. Moreover, any failure by the Company to comply with the government regulations applicable to it could result in sanctions, fines or other penalties, which could harm the Company's reputation and performance.

*Casualties, Insurance Coverage.* The Company, as an owner of transportation equipment, may be named in a suit claiming damages for injuries or damage to property caused by its assets. As a triple-net lessor, the Company is generally protected against such claims, since the lessee would be responsible for, insure against and indemnify the Company for such claims. A "triple net lease" is a lease under which, in addition to monthly rental payments, the lessee is generally responsible for the taxes, insurance and maintenance and repair of the aircraft arising from the use and operation of the aircraft during the term of the lease. Although the United States Aviation Act may provide some protection with respect to the Company's aircraft assets, it is unclear to what extent such statutory protection would be available to the Company with respect to its assets that are operated in foreign countries where such provisions of the United States Aviation Act may not apply.

The Company's leases generally require a lessee to insure against likely risks of loss or damage to the leased asset, and liability to passengers and third parties pursuant to industry standard insurance policies and require lessees to provide insurance certificates documenting the policy periods and coverage amounts. The Company has adopted measures designed to ensure these insurance policies continue to be maintained, including tracking receipt of the insurance certificates, calendaring their expiration dates, and reminding lessees of their obligations to maintain such insurance and provide current insurance certificates to the Company if a replacement certificate is not timely received prior to the expiration of an existing certificate.

Despite these requirements and procedures, there may be certain cases where the loss is not entirely covered by the lessee or its insurance. The Company believes the possibility of such an event is remote, but any such uninsured loss with respect to the equipment or insured loss for which insurance proceeds are inadequate might result in a loss of invested capital in and any profits anticipated from, such equipment, as well as a potential claim directly against the Company.

*Compliance with Environmental Regulations.* Compliance with environmental regulations may harm the Company's business. Many aspects of aircraft operations are subject to increasingly stringent environmental regulations, and growing concerns about climate change may result in the imposition by the U.S and foreign governments of additional regulation of carbon emissions, including requirements to adopt technology to reduce the amount of carbon emissions or putting in place a fee or tax system on carbon emitters. It is likely that any such regulation would be directed at the Company's customers, as operators of aircraft, or at the Company, as owner of aircraft. Under the Company's triple-net lease arrangements, the Company would likely try to shift responsibility for compliance to its lessees, but there might be some costs of complying with these regulations that the Company could not shift and would itself have to bear. Although it is not expected that the costs of complying with current environmental regulations will have a material adverse effect on the Company's financial position, results of operations, or cash flows, no assurance can be given that the costs of complying with environmental regulations adopted in the future will not have such an effect.

*Cyber-Security Risks.* The Company believes that its main vulnerability to a cyber-attack would be interruption of the Company's email communications internally and with third parties, loss of customer and lease archives, and loss of document sharing between the Company's offices and remote workers. Such an attack could temporarily impede the efficiency of the Company's operations; however, the Company believes that sufficient replacement and backup mechanisms exist in the event of such an interruption such that there would not be a material adverse financial impact on the Company's business. A cyber-hacker could also gain access to and release proprietary information of the Company, its customers, suppliers and employees stored on the Company's data network. Such a breach could harm the Company's reputation and result in competitive disadvantages, litigation, lost revenues, additional costs, or liability to third parties. While the Company believes that it has sufficient cyber-security measures in place commensurate with the risks to the Company of a successful cyber-attack or breach of its data security, its resources and technical sophistication may not be adequate to prevent all types of cyber-attacks.

*Possible Volatility of Stock Price.* The market price of the Company's common stock is subject to fluctuations following developments relating to the Company's operating results, changes in general conditions in the economy, the financial markets, the airline industry, changes in accounting principles or tax laws applicable to the Company or its lessees, or other developments affecting the Company, its customers or its competitors, or arising from other investor sentiment unknown to the Company. Because the Company has a relatively small capitalization of approximately 1.5 million shares outstanding, there is a correspondingly limited amount of trading and float of the Company's shares. Consequently, the Company's stock price is more sensitive to a single large trade or a small number of simultaneous trades along the same trend than a company with larger capitalization and higher trading volume and float. This stock price and trading volume volatility could limit the Company's ability to use its capital

stock to raise capital, if and when needed or desired, or as consideration for other types of transactions, including strategic collaborations, investments or acquisitions. Any such limitation could negatively affect the Company's performance and liquidity.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

This report does not include information described under Item 305 of Regulation S-K pursuant to the rules of the Securities and Exchange Commission that permit "smaller reporting companies" to omit such information.

**Item 4. Controls and Procedures.**

**CEO and CFO Certifications.** Attached as exhibits to this Quarterly Report on Form 10-Q (the "Report") are certifications of the Company's Chief Executive Officer (the "CEO") and the Company's Chief Financial Officer (the "CFO"), which are required pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (the "Section 302 Certifications"). This section of the Report includes information concerning the evaluation of disclosure controls and procedures referred to in the Section 302 Certifications and this should be read in conjunction with the Section 302 Certifications for a more complete understanding of the topics presented.

**Evaluation of the Company's Disclosure Controls and Procedures.** Disclosure controls and procedures ("Disclosure Controls") are controls and other procedures that are designed to ensure that information required to be disclosed in the Company's reports filed or submitted under the Securities Exchange Act of 1934, such as this Report, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission and that such information is accumulated and communicated to the Company's management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

In the course of the review of the consolidated financial results of the Company for the three months and six months ended June 30, 2018, we identified a material weakness in our internal control over financial reporting at June 30, 2018 related to the Company's incorrect accounting for management fees and acquisition fees associated with the management agreement between JetFleet Holding Corp ("JHC") and the Company.

Management has determined that this deficiency constituted a material weakness as of September 30, 2018. Management is in the process of conducting the controls related to the acquisition accounting over the JHC Merger, which was consummated on October 1, 2018.

The Company's management, with the participation of the CEO and CFO, evaluated the effectiveness of the Company's Disclosure Controls and concluded that the Company's Disclosure Controls were not effective as of September 30, 2018 due to the material weakness described above.

**Changes in Internal Control Over Financial Reporting.** No change in the Company's internal control over financial reporting occurred during the fiscal quarter ended September 30, 2018 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

**Inherent Limitations of Disclosure Controls and Internal Control Over Financial Reporting.** In designing its Disclosure Controls and internal control over financial reporting, the Company's management recognizes that any controls and procedures, no matter how well-designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of the Company's controls and procedures must reflect the fact that there are resource constraints, and management necessarily applies its judgment in evaluating the benefits of possible controls and procedures relative to their costs. Because of these inherent limitations, the Company's Disclosure Controls and internal control over financial reporting may not prevent or detect all instances of fraud, misstatements or other control issues. In addition, projections of any evaluation of the effectiveness of disclosure or internal controls to future periods are subject to risks, including, among others, that controls may become inadequate because of changes in conditions or that compliance with policies or procedures may deteriorate.

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**PART II – OTHER INFORMATION**

**Item 6. Exhibits**

Exhibit Number	Description
10.1	Employment Agreement dated September 1, 2016 between Michael G. Magnusson and JetFleet Management Corp.
31.1	Certification of Michael G. Magnusson, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Toni M. Perazzo, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Michael G. Magnusson, Chief Executive Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification of Toni M. Perazzo, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Schema Document
101.CAL	XBRL Calculation Linkbase Document
101.LAB	XBRL Label Linkbase Document
101.PRE	XBRL Presentation Linkbase Document
101.DEF	XBRL Definition Linkbase Document

\* These certificates are furnished to, but shall not be deemed to be filed with, the Securities and Exchange Commission.

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: November 8, 2018

AEROCENTURY CORP.

By: /s/ Toni M. Perazzo

Name: Toni M. Perazzo

Title: Senior Vice President-Finance and  
Chief Financial Officer

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## Section 2: EX-31.1 (CEO SECTION 302 CERT)

EXHIBIT 31.1

I, Michael G. Magnusson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AeroCentury Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2018

/s/ Michael G. Magnusson

Michael G. Magnusson

President and Chief Executive Officer

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## Section 3: EX-31.2 (CFO 302 CERT)

EXHIBIT 31.2

I, Toni M. Perazzo, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AeroCentury Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2018

/s/ Toni M. Perazzo

Toni M. Perazzo

Sr. Vice President - Finance and Chief Financial Officer

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## Section 4: EX-32.1 (CEO SECTION 906 CERT)

EXHIBIT 32.1

## CERTIFICATION

In connection with this quarterly report of AeroCentury Corp. (the "Company") on Form 10-Q for the period ended September 30, 2018, as filed with the Securities and Exchange Commission (the "Report"), I, Michael G. Magnusson, Chief Executive Officer of the Company, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This Certification has not been, and shall not be deemed, "filed" with the Securities and Exchange Commission.

Date: November 8, 2018

/s/ Michael G. Magnusson

Michael G. Magnusson  
President and Chief Executive Officer

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## Section 5: EX-32.2 (CFO SECTION 906 CERT)

EXHIBIT 32.2

AEROCENTURY CORP.

## CERTIFICATION

In connection with this quarterly report of AeroCentury Corp. (the "Company") on Form 10-Q for the period ended September 30, 2018, as filed with the Securities and Exchange Commission (the "Report"), I, Toni M. Perazzo, Chief Financial Officer of the Company, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This Certification has not been, and shall not be deemed, "filed" with the Securities and Exchange Commission.

Date: November 8, 2018

/s/ Toni M. Perazzo

Toni M. Perazzo  
Sr. Vice President - Finance and Chief Financial Officer

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## Section 6: EX-10.1 (EMPLOYMENT AGREEMENT DATED SEPTEMBER 1, 2016 BETWEEN JETFLEET MANAGEMENT CORP. AND MICHAEL G. MAGNUSSON)

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the 1st day of September, 2016 (the "Effective Date"), by and between MICHAEL MAGNUSSON (the "Employee") and JETFLEET MANAGEMENT CORP., a California corporation (the "Company"). The Company and Employee may be referred to together as the "Parties." In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

For ease of reference, this Agreement is divided into the following parts, which begin on the pages indicated:

FIRST PART: TERM OF EMPLOYMENT, DUTIES AND SCOPE, COMPENSATION AND BENEFITS DURING EMPLOYMENT (Sections 1-5, beginning on page 2)

SECOND PART: COMPENSATION AND BENEFITS IN CASE OF ACTUAL OR CONSTRUCTIVE TERMINATION (Section 6, beginning on page 8)

THIRD PART: SUCCESSORS, ARBITRATION, EMPLOYEE REPRESENTATIONS, MISCELLANEOUS PROVISIONS, CODE SECTION 409A, SIGNATURE PAGE (Sections 7-10, beginning on page 7)

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## FIRST PART: TERM OF EMPLOYMENT, DUTIES AND SCOPE, COMPENSATION AND BENEFITS DURING EMPLOYMENT

### Section 1. Term of Employment

(a) **Basic Rule.** The Company agrees to employ the Employee in the capacity of Managing Director and the Employee agrees to such employment. Employee's employment with the Company shall begin on September 1, 2016 ("Effective Date of Employment").

(b) **Initial Term.** The Company agrees to continue the Employee's employment, and the Employee agrees to remain in employment with the Company, from the Effective Date of Employment, until the earliest of:

(1) August 31, 2019 ("Initial Term Expiration Date"); or

(2) The date of the Employee's death or when the Employee's employment terminates pursuant to Subsections (c), (d), (e) or (f) below.

(c) **Automatic Extensions.** The term and provisions of this Agreement shall automatically extend for additional one-year periods if Employee remains employed on and after the Initial Term Expiration Date, unless either party notifies the other in writing to the contrary at least 90 days prior to the applicable expiration that it, or he, does not want the term to so extend. The Initial Term, and if applicable, any automatic extensions pursuant to this subsection (c) is hereinafter referred to as the "Employment Period"

(d) **Termination By Company for Cause.** The Company may terminate the Employee's employment at any time for Cause. For all purposes under this Agreement, "Cause" shall mean (1) a material breach by the Employee of his/her duties and responsibilities as set forth under this Agreement, resulting from other than the Employee's complete or partial incapacity due to physical or mental disability or impairment, as defined in Section 1(e) below and except as otherwise required by law, (2) a willful act by the Employee that constitutes gross misconduct and that is materially injurious to the Company, (3) a willful breach by the Employee of a material provision of this Agreement, (4) an egregious violation by the Employee of one of the Company's General Standards of Conduct as set forth in the Manual (as defined in 2(c) below), or (5) a material and willful violation of a federal or state law or regulation applicable to the business of the Company that is materially and demonstrably injurious to the Company. No act, or failure to act, by the Employee shall be considered "willful" unless committed without good faith and without a reasonable belief that the act or omission was in the Company's best interest.

However, if such Cause is reasonably curable, the Company shall not terminate the Employee's employment hereunder unless the Company first gives written notice of its intention to terminate and of the grounds for such termination, and the Employee has not, within sixty (60) days following receipt of notice, cured such Cause. In the event of a termination for Cause by the Company, Employee shall be entitled to receive his salary and benefits through the date of termination.

(e) **Termination by Company for Disability.** The Company may terminate the Employee's employment for Disability by giving the Employee written notice. For all purposes under this Agreement, "Disability" shall mean, unless otherwise required by law, any physical or mental incapacitation that results in Employee's inability to perform his duties and responsibilities for the Company for a total of 120 days during any 12 month period, as determined by the Company's Chief Executive Officer ("CEO") in the CEO's good-faith judgment, except as otherwise required by law. Disability will be deemed to have occurred on the 120<sup>th</sup> day of such inability to perform. In the event that the Employee resumes the performance of substantially all of the Employee's duties under this Agreement before the termination of the Employee's employment under this Section becomes effective, the notice of termination shall automatically be deemed to have been revoked. In the event of a termination for Disability by the Company, Employee shall be entitled to receive his salary and benefits through the date of termination.

(f) **Termination by Employee For Good Reason.** The Employee may terminate his employment with the Company for Good Reason. Termination shall be for "Good Reason" if: (1) there is a material and adverse change in Employee's position, duties, responsibilities, or status with Company; (2) there is a reduction in Employee's salary or benefits then in effect, other than a reduction comparable to reductions generally applicable to similarly situated employees of the Company; (3) the Company materially breaches this Agreement; or (4) on or before the initial Term Expiration Date, there is a Change of Control. Employee agrees to deliver the Company written notice of his termination for Good Reason no later than 30 days after the occurrence of any such event in order for Employee's termination for Good Reason to be effective hereunder; such termination for Good Reason will not be effective until the 30<sup>th</sup> day following receipt of such written notice by the Company and such termination shall not be deemed to be for "Good Reason" hereunder unless the circumstance giving rise to Employee's Good Reason remains uncured at the end of such 30-day period. If Employee terminates this Agreement for Good Reason, he is entitled to the payments described in Section 6 below.

For purposes of this Agreement, except as otherwise specified herein, "Change in Control" means: the consummation of: (1) a plan of complete liquidation of the Company, (2) an agreement for the sale or disposition of the Company or all or substantially all of the Company's assets, (3) a plan of merger or consolidation of the Company with any other corporation, or (4) a similar transaction or series of transactions involving the Company, however, if after any of the transactions discussed in (1) through (4) of this Section 1(f) the Company's shareholders immediately before the transaction continue to own at least a majority of the voting securities of the new (or continued) entity immediately after the transaction, in substantially the same proportion as their respective ownership prior to the transaction, then (1) through (4) of this Section 1(f) will not be considered a Change in Control. Notwithstanding the foregoing, for purposes of this Agreement only, no merger or any other transaction between Company and AeroCentury Corp ("ACY") constitutes a "Change of Control."

### Section 2. Duties and Scope of Employment

The Company agrees to employ the Employee for the Employment Period in the position of Managing Director, subject to the overall direction and authority of the CEO. Employee shall be given such duties, responsibilities and authorities as are appropriate to his position including, without limitation:

- i. strategic planning and management of all aircraft acquisition, leasing and remarketing activities managed by the Company under the Management Agreement between the Company and ACY and any other agreements entered into by the Company for management of aircraft portfolios;
- ii. assume role of Chief Executive Officer of ACY, including, without limitation, reporting to the ACY Board of Directors and assuming any responsibilities as designated by the ACY Board of Directors, review and execution of audit representation letters, review and certification of ACY federal and/or state securities, stock exchange and other administrative filings requiring execution in employee's capacity as Chief Executive Officer of ACY;
- iii. representing ACY at industry conferences worldwide; and
- iv. assist in ACY debt and equity capital raising activities.

(b) **Obligations.** During the Employment Period, the Employee shall devote such business efforts and time to the business and affairs of the Company as are needed to carry out his duties and responsibilities hereunder, subject to the overall supervision of the Company's Board of Directors. The foregoing shall not preclude Employee from engaging in appropriate civic, charitable or religious activities or from devoting a reasonable amount of time to private investments or from serving on the boards of directors of other entities, as long as such activities and service are disclosed to CEO and do not interfere or conflict with the Employee's responsibilities to the Company. Employee will perform his duties and responsibilities hereunder to the best of his abilities in a diligent, trustworthy, businesslike and efficient manner.

(c) **Employment Manual.** Employee shall comply with and be subject to all terms of the JMC Employee Handbook, as may be amended from time to time with notice to all employees at the Company's discretion (the "Manual"); provided, however, that terms set forth in this Agreement that conflict with terms of the Manual shall supersede such terms in the Manual. Employee hereby acknowledges receipt of such Manual, and that he has read and reviewed the term contained therein.

(d) **Confidentiality Agreement.** As a condition of Employee's employment, Employee shall execute, deliver, and comply at all times with, the Confidentiality Agreement in the form attached as **Exhibit A** hereto.

(e) **Inventions and Patents.** Employee acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) that relate to the Company's or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and that are conceived, developed or made by Employee (1) in the course of Employee's employment with the Company; or (2) during Employee's employment with the Company if related to the Company's actual or anticipated business, research and development ("Work Product"), belong to the Company or such affiliate. Employee shall promptly disclose such Work Product to the Company and perform all actions requested by the Company (whether during or after the Employment Period) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments). Any work product that constitutes a pre-existing invention consistent with California Labor Code Sections 2870 and 2872 or other applicable law is specifically excluded from this provision. Employee agrees to disclose any such work product prior to beginning employment with the Company and to complete the appropriate forms.

(f) **Additional Acknowledgments:** Employee acknowledges that the provisions of Sections 2 (d) and 2(e) are in consideration of: (i) employment with the Company and (ii) additional good and valuable consideration as set forth in this Agreement. Employee expressly agrees and acknowledges that the restrictions contained in Sections 2(d) and 2(e) do not preclude Employee from earning a livelihood, nor do they unreasonably impose limitations on Employee's ability to earn a living. Employee acknowledges that he/she has carefully read this Agreement and has given careful consideration to the restraints imposed upon Employee by this Agreement.

### Section 3. Compensation

(a) **Base Salary.** During the Employment Period, the Company agrees to pay the Employee as compensation for services a base salary at the annual rate of \$350,000 (the "Base Salary"), or at such higher rate as the Company may determine from time to time. The Base Salary specified in this Section 3, together with any increases in such that the Company may grant from time to time, and together with any reductions made in accordance with this Section 3, is referred to in this Agreement as "Base Compensation". Such Base Compensation shall be payable in accordance with the standard payroll procedures of the Company and shall be subject to customary withholdings. Once the Company has increased such Base Salary, it thereafter shall not be reduced; provided, however, that such salary (including any increases) may be reduced by the Company if the Employee commits an act or omission that meets the definition of Cause, as defined in Section 1(d).

(b) **Bonus Compensation.** Employee shall earn bonus compensation for any calendar year as set forth in this subsection.

- i. In each calendar year, if the pre-tax, pre-bonus profit of the Company is greater than \$750,000 ("Target Earnings"), then Employee shall be paid a fixed bonus ("Fixed Bonus") of \$50,000; provided however, that for fiscal year 2016, if Target Earnings are reached for that year, Employee shall earn a Fixed Bonus of \$17,000 reflecting the partial year of employment; provided, further, that Employee must be employed on the last day of the calendar year in order to be eligible to receive this fixed bonus amount for that calendar year, and such bonus shall not be pro-rated for a partial year of employment after fiscal year 2016. Upon determination that Target Earnings are reached for a particular calendar year, the Company will pay the amount no later than March 15<sup>th</sup> following the end of said calendar year.
- ii. Notwithstanding the language in Section 3(b)(i), if Employee has either been terminated without Cause (as described in Section 1(d)) or has terminated employment for Good Reason (as described in Section 1(f)) and Target Earnings are reached for the year in which Employee has been terminated pursuant to Section 1(d) or has terminated employment pursuant to Section 1(f), then Employee shall be entitled to receive a pro-rated Fixed Bonus based on the partial final year of Employment.

iii. In each calendar year, Employee may, but is not required to, receive an additional discretionary bonus, at the total discretion of the CEO of the Company. Upon determination by the CEO of such bonus to be paid, the Company will pay the bonus amount as quickly as possible in lump sum, but no later than March 15<sup>th</sup> following the end of said calendar year.

iv. For the avoidance of doubt, any compensation paid pursuant to this subsection 3(b) shall not be deemed a part of Employee's Base Salary, nor constitute an increase in Base Salary for purposes of subsection 3(a) above.

#### Section 4. Employee Benefits

(a) **Benefits.** During the term of employment under this Agreement, the Employee shall be eligible to participate in the employee benefit plans and executive compensation and fringe benefit programs maintained by the Company, including life, disability, health, accident and other insurance programs for Employee and eligible dependents, paid vacations, and similar plans or programs, as set forth in the Manual, subject in each case to the generally applicable terms and conditions of the plan or program in question and to the discretion and determinations of any person, committee or entity administering such plan or program. Employee will be responsible for all costs related to his/her retirement contributions.

(b) **Paid Vacation.** Employee shall be entitled to five weeks (25 days) of vacation annually, with a carryover of unused, accrued vacation at year-end; however, Employee may not accrue more than two times the amount of his annual vacation entitlement (*e.g.*, 50 days). Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the Employee has taken vacation and his accrued hours have dropped below the maximum accrual amount. Employee shall earn a pro-rata number of vacation days in calendar year 2016 based on the portion of 2016 calendar year employed.

#### Section 5. Business Expenses and Travel

During the term of employment under this Agreement, the Employee shall be authorized to incur necessary and reasonable travel, entertainment and other business expenses in connection with the Employee's duties hereunder. The Company shall reimburse the Employee for such expenses upon presentation of an itemized account and appropriate supporting documentation, all in accordance with generally applicable policies established by the Company. Notwithstanding the Company's corporate travel policy as set forth in the Manual, flights within North America and flight segments of five hours or less shall be booked in upgrade economy class that provides extra legroom ("Economy Plus"). Flights of greater than five hours will be booked in Economy Plus or Business Class, depending on availability and cost.

### SECOND PART: COMPENSATION AND BENEFITS IN CASE OF TERMINATION

#### Section 6. Termination By Company Without Cause, Or By Employee For Good Reason

In the event that, during the term of this Agreement, the Employee's employment terminates in a Qualifying Termination, as defined in Subsection (a), the Employee shall be entitled to receive the payments described in Subsections (b) and (c), on the condition that Employee executes a general release, the content of which will be mutually agreed to between Employer and Employee at the time of the Qualifying Termination, in a form substantially similar to the Severance Agreement and General Release attached as Exhibit B to this Agreement.

(a) **Qualifying Termination.** A Qualifying Termination occurs if:

i. The Company terminates the Employee's employment for any reason other than Cause (as described in Section 1(d)) or Disability (as described in Section 1(e)) of this Agreement; or

ii. The Employee terminates his employment with the Company for Good Reason (as described in Section 1(f)).

(b) **Severance.** The Company shall continue to pay to the Employee on a semi-monthly basis the Employee's Base Compensation in effect on the date of the employment termination for the period from termination to Expiration Date.

(c) **Mitigation Obligation.** In the event of a Qualifying Termination and Employee obtains subsequent employment prior to the date that, but for the Qualifying Termination, would have been the scheduled expiration date of this Agreement, then Employee's periodic severance payments shall be reduced by an amount equal to 75% of the compensation received from Employee's new employer.

### THIRD PART: SUCCESSORS, EMPLOYEE REPRESENTATIONS, MISCELLANEOUS PROVISIONS, CODE SECTION 409A, SIGNATURE PAGE

#### Section 7. Successors

(a) **Company's Successors.** The Company shall require any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets, by an agreement in substance and form satisfactory to the Employee, to assume this Agreement and to agree expressly to perform this Agreement in the same manner and to the same extent as the Company would be required to perform it in the absence of a succession. The Company's failure to obtain such agreement prior to the effectiveness of a succession shall be a breach of this Agreement and shall entitle the Employee to all of the compensation and benefits to which the Employee would have been entitled hereunder if the Company had involuntarily terminated the Employee's employment without Cause or Disability, on the date when such succession becomes effective. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets that executes and delivers the assumption agreement described in this Subsection (a) or that becomes bound by this Agreement by operation of law.

(b) **Employee's Successors.** This Agreement and all rights of the Employee hereunder shall inure to the benefit of, and be enforceable by, the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees.

Section 8: Employee Representations

Employee hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Employee does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Employee is a party or by which he or she is bound, (ii) Employee is not a party to or bound by any employment agreement, non-compete agreement, or confidentiality agreement with any other person or entity (other than a Nondisclosure Agreement with Employee's prior employer, the terms of which he has disclosed to the Company and which he does not expect to materially interfere with the performance of his obligations hereunder) and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Employee, enforceable in accordance with its terms. Employee hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein.

Section 9. Code Section 409A

(a) The parties hereto intend that all benefits and payments to be made to the Employee hereunder will be provided or paid to him in compliance with all applicable provisions of Code Section 409A. This Agreement shall be construed and administered in accordance with such intent. If any provision of this Agreement (or of any award of compensation) would cause Employee to incur any additional tax or interest under Code Section 409A, the Parties will negotiate in good faith to amend this Agreement as necessary to comply with Section 409A in a manner that preserves the original intent of the Parties to the extent reasonably possible. No action or failure to act, pursuant to this Section 9, shall subject the Company to any claim, liability, or expense, and the Company shall not have any obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Section 409A of the Code.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A, and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." The determination of whether and when a separation from service has occurred for purposes of this Agreement shall be made in accordance with the presumptions set forth in Section 1.409A-1(h) of the Treasury Regulations.

(c) For purposes of Section 409A, each payment made after termination of employment, including any COBRA continuation reimbursement payments, will be considered one of a series of separate payments.

(d) Any amount that the Employee is entitled to be reimbursed under this Agreement that may be treated as taxable compensation, including any gross-up payment, will be reimbursed to the Employee as promptly as practical and in any event not later than the end of the calendar year following the calendar year in which the expenses are incurred. The amount of the expenses eligible for reimbursement during any calendar year will not affect the amount of expenses for reimbursement in any other calendar year, except as may be required pursuant to an arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code.

(e) Unless this Agreement provides a specified and objectively determinable payment schedule to the contrary, to the extent that any payment of Base Salary, Base Compensation, or other compensation is to be paid for a specified continuing period of time beyond the date of termination of the Employee's employment in accordance with the Company's payroll practices (or other similar term), the payments of such Base Salary, Base Compensation, or other compensation shall be made on a semi-monthly basis.

Section 10. Miscellaneous Provisions

(a) Amendment and Waiver. No provision of this Agreement shall be modified, waived, or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Company (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties (whether written or oral, and whether express or implied), which may have related to the subject matter hereof in any way.

(f) Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed by first class mail, return receipt requested, or emailed at the following address:

To Employee:  
Michael Magnusson  
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To Company:  
Toni Perazzo  
JetFleet Management Corp.  
1440 Chapin Avenue #310, Burlingame, CA 94010  
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Any notice under this Agreement shall be deemed to have been received when personally delivered or three (3) days after it is sent via email or

deposited in the U.S. mail, as specified above. Either party may change its address for notices by giving notice to the other party in the manner specified in this Section.

(d) Choice of Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of California.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. In the event any ruling of any court or governmental authority calls into question the validity of any portion of this Agreement, the parties hereto shall consult with each other concerning such matters and shall negotiate in good faith a modification to this Agreement which would obviate any such questions as to validity while preserving, to the extent possible, the intent of the parties and the economic and other benefits of this Agreement and the portion thereof whose validity is called into question.

(f) Arbitration. Any dispute or controversy arising out of the Employee's employment relationship with Company, or the termination thereof, or the validity, enforcement, or breach of this Agreement (including this section) shall be resolved by binding arbitration, in accordance with the then-applicable Employment Dispute Resolution rules ("Rules") of the American Arbitration Association (which can be viewed at [www.adr.org/aaa/faces/rules](http://www.adr.org/aaa/faces/rules)), except that nothing in this Section 10(f) shall require arbitration of disputes or claims that are excluded from coverage by law. The arbitration shall take place in San Francisco, California, and shall be conducted by one (1) arbitrator appointed in accordance with the Rules. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

The Company and Employee agree that any dispute in arbitration will be brought on an individual basis only, and not on a class, collective, or representative basis on behalf of others (this specific agreement to be referred to as the Class Action Waiver.) The Class Action Waiver does not apply to any claim that Employee brings on behalf of both himself and others under the California Private Attorneys General Act.

(g) Attorneys' Fees. If any action is brought to enforce the rights and obligations set forth herein, the prevailing party shall be entitled to receive all of the fees and costs, including reasonable attorneys' fees, incurred in the action. Any fees and costs awarded under this provision shall be in addition to any other relief awarded to the prevailing party.

(h) No Assignment of Benefits. The rights of any person to payments or benefits under this Agreement shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this Subsection (h) shall be void.

(i) Employment Taxes. All payments made pursuant to this Agreement shall be subject to withholding of applicable taxes.

(j) Counterparts: This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written. Employee represents that he has consulted (or has had the opportunity to consult) with his own counsel prior to execution of this Agreement.

EMPLOYEE  
MICHAEL MAGNUSSON

\_\_\_\_\_  
COMPANY  
JETFLEET MANAGEMENT CORP.

\_\_\_\_\_  
By: Toni M. Perazzo, President

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**ATTACHMENT A**  
**EMPLOYEE CONFIDENTIALITY AGREEMENT**

("Employee") in consideration of his employment by JetFleet Management Corp., ("JMC") represents and agrees with JMC as follows:

1. Employee understands that the JMC is engaged in a continuing business of aircraft leasing businesses. Employee further understands that in his position with JMC he will have access to and, in some cases, develop or derive confidential and proprietary information of JMC, its clients and business associates.
2. Employee understands and acknowledges that his employment by JMC creates a fiduciary relationship of confidence and trust with respect to all proprietary business information of a confidential nature that may be disclosed to him or developed or derived by him which relates to the business of JMC, its customers and its business associates. Such proprietary, confidential business information includes but is not limited to product, research and investment plans, inventions, processes, technology, designs, business strategies, financial information, marketing and advertising materials, sales and profit figures, other employees' personnel information, customer or client identifying information (including but not limited to customer lists), particular customer or client requirements, business forecasts, and other technical and business information, except as may be required by law.
3. At all times, both during his employment and after its termination, Employee agrees to keep and hold all proprietary, confidential business information in strict confidence and trust, and agrees not to use or disclose any such proprietary, confidential business information without the prior written consent of JMC, except as may be required to perform his work for JMC or required by law. Upon termination of his employment with JMC, for whatever reason, Employee agrees to promptly deliver to JMC all documents and materials of whatever nature belonging to JMC which pertain to his work at JMC and agrees further that he will not take with him any documents or materials or copies thereof containing any proprietary, confidential business information.
4. Employee acknowledges that in the event of breach or threatened breach of this Confidentiality Agreement by him, JMC may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement, and in the event JMC prevails in any proceeding in connection therewith, Employee agrees to pay to JMC all costs and expenses including reasonable attorney's fees incurred in connection therewith. \
5. This Agreement will be governed and interpreted in accordance with the laws of the State of California.

JETFLEET MANAGEMENT CORP.

EMPLOYEE

\_\_\_\_\_  
BY: Toni M. Perazzo, President  
For JetFleet Management Corp.

\_\_\_\_\_  
Michael Magnusson

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**EXHIBIT B**  
**FORM OF SEPARATION AGREEMENT**

**SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS**

This Separation Agreement and Release of All Claims ("Separation Agreement") is made and entered into by and between MICHAEL MAGNUSSON, an individual residing at [Address] ("Employee") and JETFLEET MANAGEMENT CORP., a corporation with its principal place of business at 1440 Chapin Avenue, Suite 310, Burlingame, CA 94010 ("Employer" or "Company") to establish the terms and conditions of Employee's separation from Employer. Employee and Employer hereby agree as follows:

- 1. Separation Date.** Employee's employment with the Company will cease on [ ] ("Separation Date"). Employee hereby resigns, effective as of the Separation Date, as an employee of the Company.
- 2. Compensation.** Employee has been paid all salary, accrued vacation, and other benefits due to Employee through the Separation Date. The Company will reimburse Employee for his final expenses in the amount of [ ] within three business days of the receipt of this signed Separation Agreement.
- 3. Separation Payment.** Employer agrees to pay Employee on a semi-monthly basis Employee's Base Salary in effect on the Separation Date, [specify amount] for the period of time from the Separation Date until August 31, 2019, which is the end of the term specified in Employee's Agreement to which this Separation Agreement is attached. Accordingly, Employer will pay [specify how many months between separation and such end of term] base salary, [specify amount to be paid twice a month based on Base Salary in effect at time of separation] per month, totaling the gross sum of \$ [ ], reduced by all legally required and previously authorized deductions and withholdings ("Separation Pay"). The Company's obligation to provide Employee with the Severance Pay shall be suspended until the expiration of the seven-day revocation period described in section 17(g).
- 4. Health Insurance.** Employee acknowledges that his eligibility to participate in Employer's current group health insurance policy will cease on the last day of the calendar month in which the Separation Date occurs. Any employer contributions to Employee's group health insurance will cease as of the Separation Date. Employee understands that after such date, he may have rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") that allow him to continue participating in Employer's health plan. Employee acknowledges that nothing in this section 4 shall prohibit Employer from changing, withdrawing, or in any way modifying its group health plans, and nothing herein shall be construed as a guarantee of payment of any particular claim submitted by Employee to such plans.
- 5.** It is understood and agreed that the Separation Pay constitute(s) the sole consideration for and settlement in full of any and all potential claims by Employee against Employer and that Employee would not be entitled to receive any portion of the sums set forth in section 3 above absent this Separation Agreement.
- 6. Employee's Release.** The parties understand and agree that this Separation Agreement resolves and settles all obligations and differences between Employer and its past and present owners, partners, investors, officers, directors, stockholders, affiliates, predecessors, successors, assigns, agents, employees, representatives and attorneys (the "Releasees") on the one hand, and Employee, and for each of Employee's past and present agents, assigns, transferees, heirs, spouses, relatives, executors, attorneys, administrators, employees, predecessors, affiliates, successors, insurers, and representatives ("Releasers") on the other hand, arising out of Employee's employment with Employer and the cessation of that employment. This is a compromise settlement of all claims and therefore does not constitute an admission of liability on the part of the Releasees or Employee, or an admission, directly or by implication, that the Releasees or Employee have individually or collectively violated any law, rule, regulation, contractual right or any other duty or obligation. Releasers irrevocably and unconditionally waive, release and forever discharge, the Releasees from all claims for relief, causes of action and liabilities, known or unknown, that Releasers have or may have against any of the Releasees individually and/or collectively, arising out of, relating to, or resulting from, any events occurring prior to the execution of this Separation Agreement including, but not limited to, any claims for relief, causes of action and liabilities arising out of, relating to, or resulting from, Employee's employment with Employer or the cessation of that employment. Nothing contained herein or elsewhere in this Separation Agreement shall constitute any release or waiver by Employee of any rights to seek specific performance of any provision of this Separation Agreement or to bring any action or claim based on any breach of any covenant contained in this Separation Agreement.
- 7. Employee's Waiver of Potential and Actual Claims.** It is understood and agreed that the total amount specified in paragraph 3 above, constitutes the sole consideration for and settlement in full of any and all claims by Employee against the Releasees, including claims for costs and attorneys' fees. It is expressly understood by Employee that among the various rights and claims being waived in this release are all claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay (other than the consideration promised in paragraph 3); claims of wrongful denial of insurance and employee benefits, including, but not limited to claims for benefits or monies under Employer's benefit plans or any other plan; claims for wrongful termination, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort causes of action; claims of harassment, retaliation or discrimination under federal, state, or local law; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1871, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family and Medical Leave Act, the National Labor Relations Act, the Older Worker's Benefit Protection Act, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq., the California Fair Employment and Housing Act, the California Family Rights Act, the California Constitution, and/or the California Labor Code, including wage and hour issues and claims arising under Labor Code Section 132a. This release shall not be interpreted to require Employee to waive or release Employee's right to file a charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations

Board ("NLRB"), however, Employee does waive and release Employee's right to any monetary recovery or other personal relief should the EEOC, NLRB, or any other agency pursue claims on Employee's behalf. This release also does not apply to any lawsuit brought to challenge the validity of this Separation Agreement under the ADEA, to enforce the terms of this Separation Agreement, or for claims that arise under the ADEA after the Separation Agreement becomes effective pursuant to section 17(g). The parties acknowledge that Employee may be required to respond to subpoena(s) to the extent required by law and Employee agrees that Employee will give prompt written notice to Employer at such time that such involvement is requested of Employee.

**8. Waiver Under CCP § 1542.** Employee waives all rights under § 1542 of the California Civil Code, which section has been fully read and understood by Employee or explained to his by his counsel. Section 1542 provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or his favor at the time of executing the release, which if known by him or his must have materially affected his or his settlement with the debtor.**

**9. Confidential Information Obligation.** Employee agrees that he will keep confidential all matters, documents and information disclosed to him by the Employer or to which he has or had access and will not at any time disclose such materials and information to third parties or use or attempt to use any such materials and information in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to the Employer. By the Separation Date, Employee shall return to Employer, and will not retain any copies of, all documents, information and other property of Employer or Employer's customers or partners in his possession or control, including, but not limited to: files, notes, memoranda, correspondence, agreements, draft documents, notebooks, logs, drawings, records, plans, proposals, reports, forecasts, financial information, specifications, computer-recorded information, tangible property and equipment, credit cards, entry cards, identification badges and keys, and any materials of any kind that contain or embody any proprietary or confidential information of Employer or Employer's customers or partners (and all reproductions thereof in whole or in part). Employee agrees to make a diligent search for any documents, information and property (as described above) in his possession or control prior to the Separation Date. Nothing in this Separation Agreement shall prohibit Employee from publicly disclosing that he worked for the Company and to publicly disclose the work he performed, services he provided and accomplishments he achieved while working for the Company.

**10. Nondisparagement.** The parties agree that they will not, at any time now or in the future, disparage or discredit the other or any of Employer's directors, officers and employees in any communication.

**11. References and Employment Verification.** Employee agrees that he will direct all requests for verification of his employment with Employer to Toni Perazzo at Employer. Employer agrees that it will instruct Toni Perazzo and any successor to the position he currently holds, to respond to inquiries regarding Employee's employment with Employer by giving the dates of Employee's employment with Employer and the last position held by Employee. If Employer is required by law to provide other or different information regarding Employee's employment with Employer, nothing in this Separation Agreement will require Employer to violate that legal requirement. In the event Employee directs any request for information regarding his employment with Employer to anyone other than Toni Perazzo or his successor, Employer will not be legally responsible for any responses to said information request(s).

**12. Attorneys' Fees.** It is fully understood and agreed that each party shall pay that party's own attorneys' fees and costs, if any.

**13. Arbitration.** It is understood and agreed that if, at any time, a violation of any term of this Separation Agreement is asserted by any party hereto or any dispute arises hereunder or related hereto, the parties shall submit such dispute to binding arbitration before a sole arbitrator in the San Francisco Bay Area, California. Such arbitration shall be governed by the American Arbitration Association's National Rules for the Resolution of Employment Disputes, which can be viewed at [www.adr.org/aaa/faces/rules](http://www.adr.org/aaa/faces/rules). The prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. The parties agree that judgment upon any such award may be ordered in a court properly having jurisdiction over such claims.

**14. Governing Law.** This Separation Agreement shall be interpreted, enforced and governed by the laws of the State of California without reference to conflicts of laws principles.

**15. Waiver of Age Claims.** Employee fully understands, acknowledges and agrees that he:

- a) is granted a full forty-five (45) days within which to consider this Separation Agreement before executing it;
- b) has carefully read and fully understands all of the terms and provisions of this Separation Agreement;
- c) is, through this Separation Agreement, releasing the Releasees from any and all claims he may have against any of the Releasees;
- d) knowingly and voluntarily agrees to all of the terms and provisions of this Separation Agreement;
- e) knowingly and voluntarily intends to be legally bound by all of the terms and provisions of this Separation Agreement;
- f) was advised to, and has been given an opportunity to, consult an attorney of his choice before executing this Separation Agreement;
- g) has a period of seven (7) days following his execution of this Separation Agreement to revoke this Separation Agreement and has been and hereby is advised in writing that this Separation Agreement will not become effective and enforceable until the revocation period has expired; and

h) understands that any claims under the Federal Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., that may arise after the date this Separation Agreement is executed by Employee are not waived.

i) **Informed and Voluntary Execution of Separation Agreement.** Employee acknowledges and agrees that (i) he has been advised that this Separation Agreement is a final and binding legal document, (ii) he has had reasonable and sufficient opportunity to consult with an independent legal representative of his own choosing before signing this Separation Agreement, (iii) he has either (A) so consulted with such an independent legal representative of his own choosing or (B) freely, independently and voluntarily declined to do so, and (iv) in signing this Separation Agreement he has acted voluntarily of his own free will and has not relied upon any representation made by the Employer regarding this Separation Agreement's subject matter or its effect.

**16. No Assignment of Claims.** Employee represents and warrants that he has not transferred or assigned to any person or entity any rights, claims and/or causes of action released herein.

**17. Successors.** It is understood and agreed that this Separation Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, administrators, representatives, including, but not limited to, attorneys, executors, successors, and assigns.

**18. Severability.** The parties agree that if any provision of this Separation Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Separation Agreement.

**19. Ambiguity.** It is agreed that the general rule pertaining to the construction of contracts, that ambiguities are to be construed against the drafter, shall not apply to this Separation Agreement.

**20. Entire Separation Agreement.** Except as specifically stated herein, this Separation Agreement sets forth the entire Separation Agreement between the parties relating to the rights herein and the obligations herein assumed, and supersedes any and all previous negotiations, Separation Agreements and/or understandings of any kind relating to the subject matter hereof. Any oral representations or modifications concerning this Separation Agreement shall be of no force or effect. This Separation Agreement can be modified only in the form of a writing signed by both parties hereto.

**21. No Claims.** The Company represents that it is not aware of any claims it may have against Employee.

HAVING READ the foregoing, consisting of this and five (5) other typewritten pages, the parties hereby voluntarily sign below and execute this Separation Agreement.

**PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

DATED: \_\_\_\_\_

"EMPLOYEE"

By: \_\_\_\_\_

Michael Magnusson

DATED: \_\_\_\_\_

"EMPLOYER"

JETFLEET MANAGEMENT CORP.

By: \_\_\_\_\_

Toni M. Perazzo President

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